

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS



**REQUEST FOR PROPOSALS (RFP) FOR
DEBRIS AND DERELICT VESSEL REMOVAL SERVICES
RFP 2023-05**

RFP ADVERTISE DATE: May 17, 2023

RFP RELEASE DATE: May 17, 2023

RESPONSES DUE DATE AND TIME: June 16, 2023 @ 3:00 P.M

MAIL OR DELIVER RESPONSES TO:

(hand-delivery or express mail services)

Jefferson County Board of County Commissioners

ATTN: RFP 2023-05

445 W. Walnut Street

Monticello, FL 32344

Contact:

COUNTY MANAGER'S OFFICE

Gus Rojas, County Budget Officer

445 W. Walnut Street

Monticello, FL 32344

850-342-0223

grojas@jeffersoncountyfl.gov

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INTENT AND GENERAL INFORMATION

Jefferson County, Florida through this Requests for Proposals No. 2023-05, is soliciting proposals from qualified emergency debris removal firms or individuals with the required expertise and capability to provide emergency Debris and Derelict Vessel Removal Services, including collection, processing, reduction, and lawful disposal of disaster-generated debris from public property and public right of way, or private rights of way where applicable, and derelict vessels from public waters under the jurisdiction of Jefferson County, in response to an emergency event such as, but not limited to, hurricane, tornado, or other natural or man-made disaster (“the Services”). The specific elements are included in the Scope of Services, Section 3.0, of this RFP.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the “RFP”). Under the proposal process of Jefferson County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County manager’s Office will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer’s own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes, all responses are subject to Florida’s public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

Proposers interested in the Work are instructed to submit **three (3) original hard copy and one (1) electronic copy** (USB flash drive) of its **complete** Proposal in accordance with this RFP, no later than **June 16, 2023 @ 3:00 P.M.**, unless otherwise changed through an addendum to this RFP, to the County manager’s Office at 445 W. Walnut Street, Monticello, FL 32344. (Microsoft Word versions of all appendices can be requested from the County manager’s Office.) Proposals received after this date and time will not be considered and shall be returned unopened.

- **Jefferson County is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **Jefferson County strictly enforces open and fair competition.**

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the County manager’s Office at 850-342-0223 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County manager’s Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

The RFP and any addenda issued are available on the Jefferson County website at <http://www.jeffersoncountyfl.gov> or by contacting the County at 850-342-0223. All questions pertaining to this RFP should be submitted in writing in accordance with Section 1.1 of the RFP.

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Proposal Advertisement Date	May 17, 2023
Release of Request for Proposals	May 17, 2023
Questions Due from Prospective Bidder	May 31, 2023
Responses to questions due	June 7, 2023
PROPOSALS DUE TO BOCC	June 16, 2023 @ 3:00 P.M.
Oral Presentations (if needed)	June 19 and June 23, 2023
Posting of Selection Committee Ranking	July 5, 2023
Board consideration of Selection Committee Ranking and Authorization to Enter Contract Negotiations	July 6, 2023
Posting of Intended Award	July 7, 2023
BOCC Consideration of Final Award/Contract	August 20, 2023
Posting of Notice of Award	August 21, 2023

1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Gus Rojas, County Budget Officer, at grojas@jeffersoncountyfl.gov.

Questions and responses will be posted on the County’s Website and, if necessary, an Addendum or Addenda will be issued.

1.2 Respondents will be notified of the County’s desire to enter additional discussions and hear an oral presentation of proposed solutions, if necessary.

SECTION 2.0 CONE OF SILENCE

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of **May 17, 2023** and will terminate upon issuance of Notice of Award. A violation of the “Cone of Silence” renders any award voidable at the sole discretion of the County manager with approval from the Board of County Commissioners and may subject the potential Respondent/Contractor or representative to debarment.
- 2.2 The prospective Proposer shall not have any communication with any County officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County’s website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s)

SECTION 3.0 SCOPE OF SERVICES (SOS) / SCOPE OF WORK (SOW)

3.1 Overview

The purpose of this solicitation is to seek qualified vendors to provide emergency Debris and Derelict Vessel Removal Services, which shall consist of collection, processing/reduction, and lawful disposal of disaster-generated debris from public property and public right of way, and derelict vessels from public waters under the jurisdiction of Jefferson County, in response to an emergency event such as, but not limited to, hurricane, tornado, or other natural or man-made disaster. Jefferson County is seeking proposals from qualified vendors with experience in management of disaster response. The Contractor must have the capability and ability to rapidly respond to wide-scale debris volumes typically produced in natural and man-made disasters as well as small scale debris removal.

The Contractor must handle debris management activities in conjunction with the County's needs and in accordance with the applicable local, state and federal laws and regulations, including but not limited to, the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Division of Emergency Management (FDEM), Florida Department of Environmental Protection (FDEP) and Federal Emergency Management Agency (FEMA). The Contractor shall be proficient in, and experienced with, the documentation required to obtain reimbursement from federal agencies. The processes and documentation required will be in strict compliance with all federal regulations regarding eligibility. The guidelines under 2 CFR 200, Title 23, and 23 CFR shall apply to this contract in order to be eligible for reimbursement under the Public Assistance Program. The Contractor is not authorized and shall not be paid to collect,

remove, process or dispose of debris that is not eligible for federal reimbursement without written authorization from the Owner or designee. Each pay item under this Scope of Services shall be hauled separately. Debris removal from private property may be authorized by Owner at the same rates as Right-of-Way (ROW) debris removal and public property debris removal (unless otherwise stated).

Jefferson County does not maintain a Class 1 landfill. The county transfer station is located at 8639 Landfill Road, Jefferson County, FL 32336 (between US 19 and Hwy 259 off Tyson Rd.).

Contractor's work shall be performed under oversight of the Owner and a contract debris monitoring firm (Monitor). It is anticipated that Owner and Monitor will utilize an electronic debris monitoring system to document the contractor's work.

Work shall be performed in accordance with the Jefferson County Road Department Disaster Debris Management Plan, which is attached hereto as Appendix C.

3.2 Payment Items

County requests proposals for Emergency Debris Removal and other Emergency Support Services by individuals and/or organization(s) to provide the following tasks:

3.2.1. Removal and Hauling Vegetative Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the Owner's direction. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. Payment under this pay item shall be based on a per cubic yard quantity.

3.2.2. Site Management and Reduction of Vegetative Debris by Grinding:

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security, fire prevention, dust control, provision of temporary restrooms, and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3.2.3. Loading and Haul-Out of Vegetative Debris Reduced by Grinding:

Contractor shall load and haul all reduced (by grinding) vegetative debris for recycling or disposal at a final disposal site approved by the County and authorized by appropriate permit by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill (or other final disposition site approved by the County). Transportation shall comply with all federal, state, and local laws and regulations. Payment under this pay item shall be based on a per cubic yard quantity.

3.2.4. Disposal of Vegetative Debris Reduced by Grinding:

Contractor shall dispose all reduced (by grinding) vegetative debris at a final disposal site approved by the County and authorized by appropriate permit by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor's direct costs for tipping/ disposal fees shall be reimbursed (at no mark up, etc.) by the County. Any revenues from the recycling of vegetative debris or reduced vegetative debris received by the Contractor shall be reimbursed to the County.

3.2.5. Site Management and Reduction of Vegetative Debris by Burning:

If requested by the Owner in writing, the Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. The County shall decide on the appropriate method of burning – open burning, air curtain incineration, etc. The Contractor shall be responsible for ensuring that burning is authorized and permitted by the state environmental agency. This scope item may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security, fire prevention, dust control, provision of temporary restrooms, and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3.2.6. Loading and Haul-Out of Vegetative Debris Reduced by Burning:

Contractor shall load and haul all reduced vegetative debris by burning to a final disposal site approved by the County and authorized by appropriate permit by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill (or other final disposition site approved by the County). Transportation shall comply with all federal, state, and local laws and regulations. Payment under this pay item shall be based on a per cubic yard quantity.

3.2.7. Disposal of Vegetative Debris Reduced by Burning:

Contractor shall dispose all reduced (by burning) vegetative debris at a final disposal site approved by the County and authorized by appropriate permit by the state environmental

agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor's direct costs for tipping/ disposal fees shall be reimbursed (at no mark up, etc.) by the County. Any revenues from the recycling of vegetative debris or reduced vegetative debris received by the Contractor shall be reimbursed to the County.

3.2.8. Removal and Hauling of C&D / Mixed Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all construction and demolition (C&D) / Mixed debris from public property and ROW, including structure demolition from Non-Regulated Asbestos Containing Material (RACM) structures (private property) as approved by the Owner. Contractor shall deliver C&D/ Mixed debris to a DMS, transfer station, or landfill approved by the Owner and state environmental agency.

All necessary scope of work items associated with structure demolition (including permits, utility disconnects, etc.) shall be included in this pay item including:

- Removal and transportation of demolished structures and scattered C&D/ mixed debris on private property will be performed as identified by the Owner.
- The Contractor is required to strictly adhere to all local, state, and federal laws and regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non- RACM structures.
- Non-RACM structural demolition may necessitate decommissioning which shall consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from Non-RACM structures at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations
- Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative, the debris removal vehicle will proceed immediately to an Owner approved DMS, transfer station, or final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- Entry onto private property for the removal of eligible C&D/ Mixed debris will only be permitted when directed in writing by the Owner or its authorized representative. The Owner will provide specific Right of Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolishing.

Payment under this pay item shall be based on a per cubic yard quantity.

3.2.9. Site Management of C&D / Mixed Debris:

If requested by the Owner in writing, the Contractor shall manage one or more DMS sites for construction and demolition (C&D)/ Mixed debris. This may include C&D/ Mixed debris delivered

to the DMS by the Contractor, by the Owner, or by others. Site management and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security (if needed), fire prevention, dust control, provision of temporary restrooms, and shall include segregation of types and sources of debris, as directed by the Owner. Contractors shall work and manage piles to achieve some level of compaction. Payment under this pay item shall be based on a per cubic yard quantity.

3.2.10. Loading and Haul-Out of C&D / Mixed Debris:

As identified by the Owner or Monitor, the Contractor shall load and haul all staged (located at a DMS or other staged site) construction and demolition (C&D) / Mixed debris to a final disposal site approved by the County and authorized by appropriate permit by the state environmental agency. The Contractor may be required to remove and haul C&D / Mixed debris from a DMS site or sites managed by others, to an approved landfill (or other final disposition site approved by the County). Transporting debris shall comply with all federal, state, and local laws and regulations. Payment under this pay item shall be based on a per cubic yard quantity.

3.2.11. Disposal of C&D/ Mixed Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the disposal of all construction and demolition (C&D)/ Mixed debris removed from the ROW or an approved DMS for final disposal at a landfill or other final disposal site approved by County and authorized by appropriate permit by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor's direct costs for tipping/ disposal fees shall be reimbursed (at no mark up, etc.) by the County. Any revenues from the recycling of debris or reduced debris received by the Contractor shall be reimbursed to the County. Payment under this pay item shall be based on a per ton quantity.

3.2.12. Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter (measured at the point of break) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate vegetative debris pay items.

3.2.13. Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 4.5 feet above ground) from public property and ROW, as identified by the Owner or

Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Bid Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled under separate vegetative debris pay items. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The ground surface shall be permanently restored to original grade and slope. The cost of root ball removal, all fill material, and fill placement shall be incidental (absorbed) to the hazardous tree removal cost and will not be eligible for separate payment.

3.2.14. Removal of Hazardous Stumps:

With prior approval from the County or debris monitor, the Contractor shall extract, transport, and dispose all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. If stumps 2 feet in diameter or larger measured 2 feet above the ground (which require extraction as part of the removal), payment shall include extraction, transport, disposal, and filling the root-ball hole. Payment shall be on a per-stump basis.

Stump removals smaller than 2 feet in diameter, or for stumps of any size that do not require extraction nor specialized equipment, payment shall be based on volume at the same per cubic yard rates as for other ROW vegetative debris.

When specialized equipment is required for loading and hauling of stumps 2 feet in diameter or greater with no extraction required, payment will be on a per stump basis utilizing the unit price of vegetative debris removal and the cubic yard quantity shall be derived from the stump conversion table in the Public Assistance Program and Policy Guide, FEMA, FP 104-009-2, January 2016, Appendix E – Stump Conversion Table.

The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be incidental (absorbed) to the hazardous stump removal costs and will not be eligible for separate payment

3.2.15.1 Demolition, Loading, and Hauling of Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public / private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with County requirements as well as state environmental agency and EPA requirements for RACM demolition, loading, hauling, and disposal requirements. The Contractor will deliver the RACM material to a final disposal site approved by the County and permitted by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization.

3.2.15.2 Disposal of Regulated Asbestos Containing Material:

As identified by the Owner or Monitor, the Contractor shall accomplish the disposal of RACM at a landfill or other final disposal site approved by County and authorized by appropriate permit by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor's direct costs for tipping/ disposal fees shall be reimbursed (at no mark up, etc.) by the County. Any revenues from the recycling of debris or reduced debris received by the Contractor shall be reimbursed to the County.

3.2.16. White Goods:

The Contractor shall remove from the ROW or public property, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price bid on this pay item. Payment under this item will be per unit removed and disposed/recycled.

3.2.17. Electronics Waste:

The Contractor shall remove from the ROW or public property, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. Prior to implementing an e-waste collection program, the Contractor shall work with the Owner to define what electronic items constitute e-waste and require separate collection. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs).

3.2.18. Concrete:

The Contractor shall load, haul, and recycle/dispose Concrete and masonry material separated by the property owner and placed on public property or ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price bid on this pay item. Payment under this item will be per ton.

3.2.19. Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal, collection, recycling, and/or disposal of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate HHW from vegetative and C&D / Mixed debris (as needed) and load and transport the HHW to an approved recycling or approved final disposal site. The HHW may need to be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs).

3.2.20. Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

3.2.21. Abandoned Tires:

The Contractor shall remove and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a permitted recycling or disposal facility. The tires will be segregated in the field and hauled in concentrated loads. Tires shall be clean and pulled off of rims before delivery. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

3.2.22. Drainageways Debris

At the County's request and prior approval, Contractor will collect, haul, and dispose eligible debris from drainageways, streams and bayous, which are determined at the sole discretion of the Monitor and the County to be beyond the extent of debris that can be reasonably and efficiently hauled utilizing a standard ROW debris removal process. The per linear foot unit price for this work will include all matting, equipment, loading, hauling, and disposal.

3.2.23. Marine Debris

At the County's request and prior approval, Contractor will collect, haul, and dispose of eligible debris from waterways, bays, canals and oceans which is determined be beyond the extent of debris that can be reasonably and efficiently collected and hauled through standard land debris removal operations. The per cubic yard price for this work will include all vessels, barges, cranes and other equipment, matting, loading, hauling, and final disposal.

3.2.24. Restoration of canal banks and slopes:

Grading of canal banks shall be performed in accordance with County construction standards and apply generally accepted construction practices for drainage construction. Work will be performed as directed by the Owner's representative, followed by placement and compaction of fill material to restore canal banks to pre-disaster condition, to include permanent stabilization. Payment under this item will be per cubic yard of placed and compacted fill material.

3.2.25 Abandoned Vehicles and Vessels

The scope of work for this activity includes:

- Remove, haul, decontaminate and reconcile ownership of abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor (vehicles and vessels) from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether in private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. All storage, tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item.
- The Contractor assumes responsibility for damage incurred during the towing, removal and relocation of the vehicles and vessels, and for any and all claims of damage that result from removal of the vehicles and vessels.
- The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel tagging/notification, removal, transportation, offloading, storage, reconciliation and disposal, and that it will fully comply therewith at all times during the performance of work under the Contract.
- At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative at the site full time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate County, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The

Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.

- Once all claimed vehicles and vessels have been removed by the owner and insurance company, the Contractor will be responsible for the final loading, hauling, and recycling/disposal of any unclaimed vehicles or vessels. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in strict compliance with all applicable Federal, State, and local laws. Unit pricing shall be inclusive of the cost of recycling or disposal of any unclaimed vehicles or vessels.
- Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State and local laws.
- Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.
- The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor tools, equipment, transportation and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.
- Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State or local regulations.
- Contractor shall not charge any resident, business or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.
- If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.
- The Contractor will provide removal of vehicles and vessels as directed by the Owner representative.
- Towing from the storage facility to the owner or insurance company location will be the responsibility of the owner or insurance company and is not included in this scope and contract. The Contractor shall not charge the owner or insurance company storage fees or other fees for picking vehicles or vessels.
- In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the Jefferson County Sheriff's Office within 24 hours of tow. The notification will be via email to the designated Sheriff's Office contact with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of

vehicle and vessel removal to the appropriate owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the Environmental Protection Agency (EPA) or state environmental agency. The Contractor shall comply with all applicable Federal, State and local laws regulating the transportation, decontamination and storage and disposal requirements for motor vehicles and vessels.

- The bidder represents that he is familiar with local conditions. Estimated quantities are not guaranties, but estimates only provided to assist bidders.
- Major sections of vehicles (not individual parts) severed by the storm, may be hauled and disposed under the Contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.

Payment under this scope item will be on a per unit based on the categories defined below.

3.2.25.1. Abandoned Cars, Trucks and Vans:

Identify, lift, transport, unload, decontaminate, store and reconcile ownership or dispose of Cars, Trucks and Vans from public property, private property (if approved) and rights-of-way.

3.2.25.2. Abandoned Campers, RV's and Shipping Containers:

Identify, lift, transport, unload, store and reconcile ownership or dispose of Campers, RV's and Shipping Containers from public property, private property (if approved) and rights-of-way.

3.2.25.3. Abandoned Buses and Tractor Trailers:

Identify, lift, transport, unload, store and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved) and rights-of-way.

3.2.25.4. Abandoned Utility and Boat Trailers:

Identify, lift, transport and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved) and rights-of-way.

3.2.25.5. Abandoned Vessels – 10 to 26 Feet:

Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights- of-way.

3.2.25.6. Abandoned Vessels – 27 to 40 Feet:

Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights- of-way.

3.2.25.7. Abandoned Vessels – Over 40 Feet:

Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of-way.

3.2.26. Removal of Debris from Sand Beaches:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, hauling and disposal or recycling of all debris from public beaches and private beaches. Contractor shall deliver debris to a final disposal site approved by the state environmental agency. The Contractor may at his option, store debris at a temporary DMS in order to improve turn-around time and avoid landfill congestion. No separate payment will be made for storage, management or re-loading/hauling of beach debris. The Contractor shall be responsible for all tipping and disposal fees. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be per ton of debris removed.

3.2.27. Raking of Sand Beaches to a 12 Inch Depth:

As identified by the Owner or Monitor, the Contractor shall accomplish the raking of public beaches and private beaches if approved. Rakes shall be mounted on loaders or similar equipment and shall remove foreign items 3 inches by 3 inches by 12 inches or larger from sand to a depth of 12 inches. The Contractor shall be responsible for staging debris removed by raking in an area approved by the County. Payment for hauling, reduction and disposal of staged beach debris (following raking) will be under a separate pay item in accordance with standard ROW debris removal. Payment under this pay item for raking and staging shall be per square yard.

3.2.28. Removal, Screening, Replacing, and Grading of Beach Sand to Original Contour:

The Contractor shall accomplish the screening of beach sand from specific areas identified by the Owner or Monitor and approved by FEMA, on public beaches and private beaches if approved. Contractor shall remove, screen, replace, and grade beach sand to the approximate original beach contour. Depth of sand removal for screening shall be 3 inches to 12 inches as directed by the Owner or Monitor. Payment for hauling, reduction and disposal of beach debris removed by raking or screening will be paid under separate pay items. Payment under this pay item shall be per cubic yard of sand removed, screened and replaced.

3.2.29. Removal of Beach Sand:

As identified by the Owner or Monitor, the Contractor shall accomplish the removal of beach sand from public property (private if approved) and ROW. Contractor shall load, haul and place beach sand in stockpiles on public beach areas as directed by the Owner or Monitor. Payment under this pay item shall be per cubic yard.

3.2.30. Emergency Delivery of Potable Bottled Water:

Payment under this pay item shall be based on a per gallon quantity.

3.2.31. Emergency Delivery of Bagged Ice:

Payment under this pay item shall be based on a per pound (Lbs.) quantity.

3.2.32. Fire Suppression Standby Support Water:

The minimum required quantity is 1500 gallons per unit. Proposed prices are based on a minimum of 5 standby trucks for 15 days. Payment under this pay item shall be based on a per unit per day quantity.

3.2.33. Temporary Satellite Communications:

Payment under this pay item shall be based on a per day quantity.

3.2.34. Emergency Power Generation:

Provide minimum available power of 70 Kilowatt (KW) per unit. Proposed prices based on a minimum 5 units for 15 days. Payment under this pay item shall be based on a per unit per day quantity.

3.2.35. Flood Control Pumping and Water Relocation with 4 Inch Minimum Pumps:

Proposed prices based on a minimum of 5 units for 15 days. Payment under this pay item shall be based on a per unit per day quantity.

3.2.36. Sewer and Culvert Cleaning:

Payment under this pay item shall be based on a per linear foot quantity.

3.2.37. Stormwater Catch Basin Cleaning:

Payment under this pay item shall be per each.

3.2.38. Decontamination of Buildings and Facilities:

Payment under this pay item shall be based on per square foot of first floor area.

3.2.39. Mold Remediation of Buildings:

Mold remediation will be implemented in accordance with the Mold Protocol as required. Successful Contractor is required to develop a written work plan that is to be on hand during all remedial operations along with the Mold Protocol. The work plan will be general and requirements on each project application as an annex and shall address the contractors approach and methods for how the work will progress in accordance with the Mold Protocol. The Contractor will be required implement and obtain all permits and notifications for the work in accordance with all local, state, and federal requirements. Payment under this pay item shall be based on per square foot of first floor area.

3.3. Interpretation of Estimated Quantities

The estimated quantities listed above are based on a hypothetical disaster which could strike the Owner. These quantities do not reflect the actual quantities of debris or other pricing items that will be moved (or provided) as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each

type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given above will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract. Should the County determine that one or more of the estimated quantities (in the pricing sheet) skews the overall cost estimate disproportionately, the County may at its sole discretion make adjustments to better evaluate proposed pricing.

3.4 Additional Services to Be Provided at No Cost:

3.4.1. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.

3.4.2. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.

3.4.3. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

3.4.4. Mobile Command Unit- The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.

3.4.5. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.

3.4.6. Debris Planning Efforts- The Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.

3.4.7. Reporting and Documentation- The Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of the Contract, to include all requirements for documentation requested by FEMA or the state emergency management agency for reimbursement of costs.

3.5 Special Conditions

3.5.1. Debris Processing and Disposal:

3.5.1.1. Should the need arise for additional DMS, the contractor shall work with the Owner to identify and secure additional DMS. At the Owner's request and approval, the Contractor may be requested to execute a temporary lease agreement with a third party land-owner. Such lease fees would be reimbursable by the Owner. The Contractor shall be responsible for all environmental testing and permitting, improvements, etc. associated with making the DMS viable for debris staging and processing.

3.5.1.2. The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable federal, state and local laws, standards and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed

disposal site. Information regarding the location of final disposal (including copies of applicable permits) shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.

3.5.1.3. The Contractor's invoices for reimbursement of disposal costs shall include a complete accounting of dates, times, truck number, ticket number, debris type, weights, etc. Disposal invoices will not be reimbursed unless a complete accounting is provided to the satisfaction of the County.

3.5.1.4. If Contractor desires to haul debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring proper permitting in advance of hauling debris to the site and certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract.

3.5.1.5. Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.

3.5.1.6. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

3.5.1.7. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

3.5.1.8. The Contractor shall insure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

3.5.2. Contractor's Equipment:

3.5.2.1. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are

subject to the approval of the Owner. All debris hauling units will be inspected, measured and certified by the Monitor. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

3.5.2.2. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.

3.5.2.3. No later than 10 a.m. each day, the Contractor shall furnish a complete and updated list identifying all trucks, trailers, reduction equipment, etc. that is on site and being utilized. The listing shall include the following information;

- a. Truck and/or trailer license number.
- b. Year, make and color of each truck and/or trailer.
- c. Cubic yardage capacity of each hauling unit as measured and recorded by the monitor
- d. Location or zone assignment of all equipment.

3.5.2.4. Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.

3.5.2.5. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under the Contract.

3.5.3. Property Damage:

3.5.19.1. The Contractor shall be responsible for all damage to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

3.5.19.2. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.

3.5.19.3. No tracked equipment shall be allowed on public streets without the written permission of the Owner.

3.5.4. Monitoring: The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

3.5.5. Inspection Towers: As directed by the Owner, the Contractor shall provide an inspection tower at each disposal site or (DMS). The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site, as described below or approved equivalent. The tower shall be of sound construction. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by a 4 foot high walls. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. The tower must be provided with a temporary enclosure, if the site will be operated in cold or inclement weather. Steps shall provide access with a handrail. The inspection tower shall be protected from impact by trucks or other vehicles. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the Owner/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for quality assurance/quality control (QA/QC) purposes. Others may use the inspector tower to view loads under special circumstances. If the inspection tower does not allow for full view of the entire waste hauling vehicle, load ratings will be based on the portion of the vehicle visible from the tower and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

3.5.6. Hours of Work: Contractor recognizes that the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise authorized by the Owner's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk, unless approved in writing in advance by the Owner. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday

whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a “pre-load” ticket may be written for a full load only.

3.5.7. Time is of the Essence – Liquidated Damages: Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of the Contract. Contractor agrees to work diligently to complete the Contract at the earliest possible date. Contractor shall be required to remove a minimum of the volumes identified in the table below (based on Owner’s estimated total debris generation from an event) for the project during the performance of the Contract. Working days shall be mutually determined to be six or seven days per week, other than days determined to be bad weather days. For each day that this production requirement is not met, Contractor shall pay to the Owner an amount equal to one percent of the CONTRACTED value per day in liquidated damages due to project delays, plus an amount equal to one percent of the CONTRACTED value per day in special damages for extra costs to the Owner for monitoring and managing the extended project. These damages will apply in any calendar week in which the average quantity of debris removed per day during the week fails to meet the required debris volume shown in the table. However, in no event shall the time period for Completion of the Contract exceed 100 days from Notice to Proceed for complete performance in every respect under the Contract, unless Owner initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.

Debris Estimate By Owner	Minimum Percentage of Total Debris Estimate Removed from ROW per Day to Avoid Liquidated Damages
Greater than 3,000,000 cubic yards	1.00%
2,000,000 – 2,999,999 cubic yards	1.25%
1,000,000 – 1,999,999 cubic yards	1.50%
100,000 – 999,999 cubic yards	2.00%
Less than 100,000 cubic yards	3.00%

Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and execute the Owner’s Contract for Services pursuant to this RFP no later than seventy-two (72) hours following notification by Owner that proposal has been accepted. Contractor shall commence performance of services within twenty-four (24) hours of any Notice to Proceed.

3.5.8. Subcontractors: All information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions its subcontractors.

Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors. The Owner reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by the Contract as determined by the Owner and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion. Contractor shall promptly replace such subcontractor, subject to the Owner's approval of the new subcontractor.

3.5.9. Access and Audits: Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following FEMA's final closeout of this project. The Contractor shall be responsible for verifying FEMA final closeout dates, for purposes of this requirement. The Owner and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of the Contract. This information shall be made accessible at Contractor's local place of business in the Owner's jurisdiction, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the jurisdiction, it shall be Contractor's responsibility to insure that all required records are provided to the Owner at Contractor's expense.

3.5.10. Licensing: Proposers are responsible for verifying that they are properly licensed to perform scope items. If work involves the demolition of structures and/or capping of utilities then a contractor performing the work must have one of the following licenses: (1) Demolition Contractor license issued by Jefferson County, (2) (30) State Division 1 Residential Contractor (up to 2 stories, residential structures only), (3) State Division 1 Building Contractor (residential or commercial structures up to 3 stories), or (4) State Division 1 General Contractor (residential or commercial, no limits).

3.5.11. Progress Reports: Contractor shall provide daily progress reports to the Monitor within 24 hours. Such reports shall contain, at a minimum; truck and equipment roster by zone/DMS, total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor.

3.5.12. Hazardous Tree and Limb Removal: Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the portion on or above public property shall be removed under this Contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence

of a monitor issuing a paper or electronic load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

3.5.13. Stump Removal: The Contractor shall remove, haul, and dispose all hazardous stumps, as identified by the Owner or Monitor, on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

3.5.14. Roadway Clearance: As requested by the Owner, Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. Contractor shall maintain detailed records to include equipment type and size, locations (streets) worked by day, and other records to support payment and FEMA reimbursement. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP. Owner reserves the right to negotiate hourly rates that appear to be out of line with industry rates.

3.5.15. Debris Work Sites: The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Any crews observed to be skipping piles ("cherry picking") will be subject to removal at the County's request. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

3.5.16. Payments: To receive payment under the Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the completed tickets completed by the Monitor at the DMS or disposal sites.

3.5.17. SIDE SCAN SONAR SERVICES: The Contractor shall provide vessels, including experienced personnel, fuel and other associated costs, mobilization/demobilization and preparation fees required for the performance of the contract. In addition, Contractor shall provide a daily detail

work plan to the County and Monitor. The Contractor shall also furnish any additional standard equipment and accessories normally supplied in the industry, as required by the County, in order to meet the requirements of these specifications.

3.5.18. SIDE SCAN SONAR TECHNICAL SPECIFICATIONS: The Contractor must provide side scan sonar results of 250 kHz or greater resolution, or of resolution adequate to identify a 50 cm diameter target. Reports must identify vessels, automobiles, structures resulting from an event in County navigable waterways, including location via GPS coordinates, estimated size and type of debris, and water depth. The range may not exceed 100 feet. Side scan sonar data will be corrected for slant range and layback. Contacts or targets will be located and reported in an electronic format. An image and coordinates of each contact with approximate dimensions will be produced in a simple report. A mosaic for each square mile will be produced to show the general location of the contacts or clear sea floor. The contact location method will be verified on known targets in the area, such as pilings or platforms with known locations. Following debris extraction from water, crews will verify complete removal using side scan sonar. No debris will be removed other than that which is designated and approved for removal by Jefferson County in advance.

3.5.19. REPORTS: Contractor will submit periodic written reports to the County as requested or required detailing the progress of debris removal and disposal. These reports may be subject to the following requirements and any other requirements of the County necessary to meet FEMA or other grant requirements:

3.5.19.1.Daily Reports. Contractor shall provide daily progress reports to the Monitor within 24 hours. Such reports shall contain, at a minimum; truck and equipment roster by zone/DMS, total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor. The Contractor will also report damages to private and public property caused by the debris operation or damage claims made by citizens and other such information as may be required to completely describe the daily conduct of the Contractor's operations.

3.5.19.2.Weekly summaries. A summary of all information contained in the Daily Reports or in a format required by County.

3.5.19.3.Reports Delivery. The scheduling, point of delivery, and receiving personnel for reports from Contractor will be directed by County in consultation with Contractor.

3.5.19.4.Final Project Closeout. Upon final inspection or closeout of a project, the Contractor shall prepare and submit a detailed description of all debris removal activities to include, but not be limited to, the total volume by type of debris hauled, reduced, or disposed, plus the total cost of the project invoiced to the County. Contractor is also responsible for any documentation necessary to support Owner requests for reimbursement from any external funding source.

3.5.20.

SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS

4.1 Overview

- 4.1.1 The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.
- 4.1.2 Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer whose Proposal, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.
- 4.1.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.
- 4.1.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
 - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - c. Individual shall show the Proposer’s name and business address.
 - d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.
- 4.1.5 All names shall be printed in ink below the signatures.

- 4.1.6 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.
- 4.1.7 The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.
- 4.1.8 A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state or locality where the Project is located or Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer's state contractor license number, if any, shall also be shown on the Proposal Form.

4.2 Response to the RFP shall be submitted in the format described below:

Proposals must be divided as described below and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

The County reserves the right to seek additional/supplemental representation on specific issues as needed. Proposals should be typed. **No changes in or corrections to Proposals will be allowed after the Proposals are opened.** The signer of the Proposal must declare that the Proposal in all respects fair and in good faith without collusion or fraud and that the signer of the Proposal has the authority to bind the principal Proposer.

The County will not be liable for any costs incurred by Proposer prior to entering a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFP requirements.

PROPOSAL CONSTRUCTION

Proposer will construct its Proposal in the following format as outlined below, and a divider must separate each tab as prescribed.

TAB 1 – PROPOSAL TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (FORM NO. 1)

All signatures must be by an individual with authority to legally bind the Proposer, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have apparent authority to legally bind the Proposer, attach documentation demonstrating such authority. The corporate or mailing address must match

the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification number have been provided.

TAB 2 – EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION (FORM NO. 2)

This summary should be no more than three (3), front and back, pages. Include Form No. 2, Qualification Application and Questionnaire. The proposing firm must provide information indicative of experience on other projects of similar complexity that demonstrate successful and reliable experience in past performance within the last seven (7) years as related to this Proposal.

TAB 3 – LETTERS OF REFERENCE (FORM NO. 3)

Include three reference letters from similarly situated communities or local governments dated 2016 or later. Letters must be on the entities letterhead and signed by an authorized official and include a brief description of the project and results, date of the project and name of contact person, e-mail, and phone number.

TAB 4 – KEY STAFF

Include a summary of leadership and key staff, their role and experience that will be assigned to work with the County. Include behind the summary a resume of each staff listed in the summary with relevant information to the services be requested (limit one page, front and back, per person). Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Respondent shall document knowledge and experience of personnel with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes. Provide the name and location of the proposed:

- a. Closest office
- b. Principal in charge
- c. Local On Project Manager
- d. Data Collection Manager

TAB 5 – TECHNICAL PROPOSAL

Provide a description of the Proposer's approach to the project including implementation of the RFP Scope of Services, commitment to providing necessary resources, demonstrated knowledge of FEMA procedures and reimbursement guidelines.

TAB 6 – CAPACITY

Capacity to perform services timely for the County is critical and could be impacted by other obligations firms may have in the general area. Provide a listing of all active or pre-event debris contracts with cities, counties, or other entities. Provide current obligations of Respondent, including time schedules and staff committed.

TAB 7 – COST PROPOSAL (FORM NO. 16)

Each Proposer must complete and submit the Cost Proposal Form set forth in Form No. 16.

TAB 8 – REQUIRED FORMS DOCUMENTS AND CERTIFICATIONS

The following forms must be fully filled out and signed by a person with authority to bind the Proposer:

- Form No. 4 Indemnification and Hold Harmless Statement
- Form No. 5 Public Entity Crimes Sworn Statement
- Form No. 6 Equal Employment Opportunity/Affirmative Action Statement
- Form No. 7 Drug Free Workplace Certification
- Form No. 8 Conflicts of Interest Disclosure Form No. 9 Non-Collusion Affidavit
- Form No. 10 Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- Form No. 11 List of Proposed Sub-Contractors
- Form No. 12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
- Form No. 13 E-Verify Certification Form No. 14 Insurance Certification
- Form No. 15 Comments on Proposed Contract
- Form No. 17 System for Award Management Form
- Form No. 18 Byrd Anti-Lobbying Amendment Form

Please note any concerns with the proposed contract on Form No. 15. Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County’s acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form **WILL NOT** be considered. Please indicate NONE or Not Applicable (N/A) if there are no comments on the proposed contract documents.

SECTION 5.0 PROPOSAL OPENING

- 5.1 All Proposals will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Proposals are due) or as modified by Addendum.

SECTION 6.0 EVALUTION OF PROPOSALS AND SELECTION PROCESS

- 6.1 Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee, which shall consist of the County Manager, the Director of the Solid Waste and Recycling Department, the Director of the Jefferson County Division of Emergency Management, and the County Budget Director.

RFP 2023-05 - DEBRIS AND DERELICT VESSEL REMOVAL SERVICES

- 6.2 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.
- 6.3 More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.
- 6.4 The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.
- 6.5 In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award to more than one Proposer.
- 6.6 Evaluation of proposals and selection of a firm shall be at the sole discretion of County. The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria:

CRITERIA	Score
1. Technical Proposal	20
2. Cost Proposal	20
3. Organization and Ability of Contractor and Staff	25
4. References on Recent Projects of similar size and scope	15
5. Relevant Firm Experience	10
6. Capacity to Respond (few existing pre-event contracts)	10
TOTAL POSSIBLE POINTS	100

- 6.7 Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFP beyond consideration of the written response to this RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time, and location of interviews and/or oral presentations, if necessary. The County's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The County reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

- 6.8 The Proposals deemed best by the selection committee shall be presented by the County manager in the form of an Agenda Request to the Jefferson County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County manager.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 7.1 The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.
- 7.2 The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Jefferson County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.
- 7.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.
- 7.4 The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, negotiation of a final Contract, and approval of award by the Board of County Commissioners, the Successful Proposer will be required to enter into the Contract with the County.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

- 8.1 Definitions
- 8.2 Florida Public Records Law and Confidentiality
- 8.3 Construction and Venue
- 8.4 Contract
- 8.5 Term of the Contract and Termination
- 8.6 Insurance Requirements and Bond Requirements
- 8.7 Non-Appropriation of Funds
- 8.8 Authority to Piggyback

8.1 Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County means the Jefferson Board of County Commissioners (BOCC) and its employees.

Contract means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

RFP means this document, its attachments and any document hereinafter incorporated by reference.

Proposer means any firm, individual or organization submitting a Proposal in response to this RFP.

Successful Proposer means a Proposer who is Awarded a Contract as result of the Proposal submitted in response to this RFP.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or **SOW** means the scope of work and/or services.

8.2 Florida Public Records Law and Confidentiality

- 8.2.1. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2 Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted

copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

- 8.2.3 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 8.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

8.3 Construction and Venue

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addendums and attachments
- c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Jefferson County, Florida, United States.

8.4 Contract

- 8.4.1 The Successful Proposer will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and

conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.

- 8.4.2 Any exceptions to the proposed Contract must be noted in proposal response in Form No. 15 – Comments on Proposed Contract. The County is under no obligation to modify the proposed Contract to conform to the Successful Proposer’s Contract exceptions. Contingent Proposals will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Proposer must provide this information to the County at the time of submission of technical questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Proposer’s exception and modification are rejected by the County during the technical question portion of the Proposal process and the Proposer later submits a Proposal, Proposer shall be deemed to have accepted this Contract provision.

8.5 Term of the Contract and Termination

- 8.5.1 The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for an initial term of three (3) years, with two (2) optional renewal terms of one (1) year each.
- 8.5.2 The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

8.6 Insurance Requirements and Bond Requirements

- 8.6.1 Insurance Verification Requirements – See Appendix B, Section 4.
As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the County a certificate of insurance evidencing such coverage. The Contractor’s insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under this Agreement. All

insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the County's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the County, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

8.6.2 Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability.

The County, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, and volunteers.

8.6.3 Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

8.6.4 Watercraft Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

8.6.5 Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the County must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the County's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the County and the County's officers, employees, and volunteers for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

8.6.6 Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

8.6.7 Contractor's Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, any hazardous materials identified under the Agreement.

8.6.8 Disposal Coverage

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

8.6.9 Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

8.6.10 Insurance Certificate Requirements

- a. The Contractor shall provide the County with valid Certificates of Insurance (binders are unacceptable) no later than thirty (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the County a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the County with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The County shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The County shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
Jefferson County Board of County Commissioners

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the County as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the County confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The County reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the County's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor. City reserves the right, with notice to Contractor, to adjust insurance limits for time to time at its discretion.

8.7 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted by the County or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the County shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the County of any kind whatsoever. County will immediately notify the Contractor or its assignee of such occurrence. In the event of such termination, the County agrees to peaceably surrender possession of the equipment to the Contractor or its assignee on the date of such termination to the extent that such equipment has not been paid for by the County. The Contractor will be responsible for packing all equipment and any freight charges.

The County will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Contractor shall covenant and agree to indemnify and hold County harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the County in the equipment Contract and which is incurred and arises upon a failure of the County to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.

8.8 Authority to Piggyback

All respondents submitting a response to this Request for Proposal agree that such response also constitutes a proposal to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this proposal, should the respondent feel it is in their best interest to do so. Each governmental agency desiring to accept these proposals and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

REQUEST FOR PROPOSALS RFP 2023-05 FOR:

Debris & Derelict Vessel Removal Services

**Advertisement Begin Date: May 17, 2023.
Due Date/Time: June 16, 2023, @ 3:00 p.m. EST**

The Jefferson County Board of County Commissioners (“County”) is soliciting proposals from qualified emergency debris removal firms or individuals with the required expertise and capability to provide emergency Debris and Derelict Vessel Removal Services.

The Project consists of removal services including collection, processing, reduction, and lawful disposal of disaster-generated debris from public property and public right of way, or private rights of way where applicable, and derelict vessels from public waters under the jurisdiction of Jefferson County, in response to an emergency event such as, but not limited to, hurricane, tornado, or other natural or man-made disaster.

Sealed proposals for the above-described project will be received at the **Jefferson County Manager’s Office, Attn: Gus Rojas, County Budget Officer, 445 West Walnut Street, Monticello, Florida 32344, until June 16, 2023 @ 3:00 p.m. Eastern Standard Time (EST)**, at which time the bids will be opened and read aloud. Bids received after said time will be returned unopened.

If you are interested in submitting a proposal, you **must** obtain the complete Request for Proposals (RFP) package, which contains additional information regarding this solicitation and instructions related to submitting a proposal, from the Jefferson County website at www.jeffersoncountyfl.gov or by contacting the County Manager’s Office at:

Gus Rojas, County Budget Officer
grojasy@jeffersoncountyfl.gov
(850) 342-0223

All inquiries and requests for clarification concerning the RFP shall be submitted in writing and in accordance with the RFP. Verbal clarifications will not be provided.

The County reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-advertise a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. The County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call Gus Rojas at (850) 342-0223 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact Gus Rojas via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

**CONTRACT FOR RFP 2023-05
Emergency Debris Removal Services**

This Contract is made by and between Jefferson County, Florida, (hereinafter the “County”), whose principal address is 450 W Walnut St., Monticello, FL 32344, and _____ whose address is _____ (hereinafter the “Contractor”), and states as follows:

WITNESSETH:

WHEREAS, the County pursued a competitive process to seek interested firms for the provision of Emergency Debris Removal Services (the “Services”) through Request for Proposals # 2023-05 (the “RFP”); and

WHEREAS, Contractor submitted a Proposal in response to the RFP, was selected pursuant to the RFP, and represents that Contractor is capable, prepared, certified, and insured to provide such Services; and

WHEREAS, both the RFP, including any addenda thereto, and the Contractor’s Proposal are incorporated herein by this reference and shall be binding upon both parties; and

WHEREAS, the County wishes to enter this Contract with Contractor to provide the Services on an as needed basis, in accordance with the RFP and the Proposal.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Contract:

1. Request for Proposal (RFP) and Contractor’s Acknowledgement, **RFP 2023-05, Emergency Debris Removal Services**, date of opening _____, and any addenda thereto; and
2. Contractor’s Proposal

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Contract shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.

II. Scope of Work

The Contractor will provide Emergency Debris Monitoring services, as further outlined in the RFP

and Contractor's Acknowledgement. Any changes to the Contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

III. Duration of Contract and Termination of the Contract

The Contract will be valid when fully executed by both parties.

The term of this Contract shall be from the date last signed below and continue for an initial term of three (3) years. The Parties may agree to up to two (2) optional one (1) year renewal periods in writing, with execution by both Parties, and upon advance notice of ninety (90) days.

The County may terminate the Contract for convenience at any time by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the County up until the point of termination.

The County may terminate this Contract in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Contract. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Contract.

IV. Mobilization

When a written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 25% of the required resources within 48 hours and 100 % within 7 days of commencement and conduct these contracted services.

V. Method of Payment

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract, the RFP and Contractor's Acknowledgement, and the Proposal. The maximum contract sum payable by the County to Contractor for services performed under this Contract shall not exceed \$1,000,000. The unit price per cubic yard rates shall be as set forth in the Contractor's Proposal includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management, demobilization, and Right of Entry work on private property, if applicable, as directed by the County.

VI. Fees under options of renewal

If parties mutually agree to exercise the renewal option there will be no rate increase.

VII. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Contract. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

VIII. Invoice Requirements

The Contractor shall request payment as set forth in the Request for Proposal (RFP) and Contractor's Acknowledgement. County shall make payments within thirty (30) days of invoice date.

IX. Waiver of Claims

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by County shall be deemed to be a waiver of any of County's rights against Contractor.

X. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

XI. Subcontracting

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XII. Indemnification and Hold Harmless

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

XIII. Insurance

(1) Scope. The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

LIMIT

- 1. Worker's Compensation
 - 1.) State Statutory

2.)	Employer's Liability	\$100,000 each accident
2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4.	Personal and Advertising Injury	\$250,000

This Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

XIV. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XV. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representative for the County shall be:

Shannon Metty, County Manager
Jefferson County Manager's Office
450 W. Walnut Street
Monticello, FL 32344
Phone: 850-342-0223
Email: smetty@jeffersoncountyfl.gov

The authorized representative for [REDACTED] shall be:

[REDACTED],
[REDACTED]

[REDACTED]
Phone: [REDACTED]

Email: [REDACTED]

Courtesy copy to:

[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
Phone: [REDACTED]

Email: [REDACTED]

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

XVI. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall lie in Jefferson County, Florida.

XVII. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 342-0223, grojas@jeffersouncountyfl.gov, 445 W. Walnut Street, Monticello, FL, 32344.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to

perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Further, the Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to records pertaining to work being performed and completed under this Contract.

XVIII. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Contract. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Contractor and made available to the County during the terms of this Contract and for a period of three (3) years from the date set forth in 2 CFR §200.333. All such materials shall be maintained by Contractor at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at County's option Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

In the event that an audit is conducted by Contractor specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor, then Contractor shall file a copy of the audit report with the County's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach upon which the County may terminate or suspend this Contract.

County Audit Settlements. If, at any time during or after the term of this Contract, representatives of the County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either repaid by Contractor to County by cash payment upon demand or, at the sole option of County, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by cash payment.

XIX. Compliance with Other Federal Standards

19.1. General Federal Provisions. Work issued under this Contract may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

19.1.1. 2 CFR Part 25.110

19.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

19.1.3. Executive Orders 12549 and 12689

19.1.4. 41 CFR Part 60-1(a) and (d)

19.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

19.2. Nondiscrimination Acts and Authorities. For all federally funded work issued under this Contract, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

35.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

35.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion,

national origin, sex, familial status, or disability;

35.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

35.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

35.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

35.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

35.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

35.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

35.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

35.2.10. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

35.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

35.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

35.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

35.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts

and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

35.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

35.3.1. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

35.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

35.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

35.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

35.3.5. Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

19.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Contract, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

19.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Contract, the Contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

19.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

19.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under this Contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.8. Minority/Women Business Enterprise. For all federally funded work under this Contract, Contractor must take all necessary affirmative steps to assure that minority businesses, women's

business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

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

19.10. Environmental and Energy Policies. For all work over the micro-purchase threshold, the Contractor and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

19.11. Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of \$150,000, the Contractor shall comply with the Clean Air Act as set forth below.

35.11.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

35.11.2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

35.11.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

19.12. Federal Suspension and Debarment. This Contract may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

35.12.1. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

35.12.2. By entering this Contract, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

35.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

35.12.4. Certification Instructions

35.12.4.1. By signing this Contract, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

35.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

35.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

35.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

35.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

35.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

35.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

35.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

35.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

35.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. Contractor has certified its eligibility within its Proposal and will secure the following certification from any subcontractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

35.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

35.12.5.2. Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

35.12.5.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

35.12.5.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

35.12.5.5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award a Notice to Proceed shall be conditioned upon the acceptance of the wage determination.

19.14. Federal Lobbying. Contractor who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the RFP. Each tier of subcontractor will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

19.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

19.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable work issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subconsultants and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

19.16.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

19.16.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

19.16.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph

(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for any work meets the definition of “funding agreement” under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

19.18. Access to Records and Reports. Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, County, County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

19.19. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

19.20. Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19.21. Termination for Convenience. For any work issued over the micro-purchase threshold may be terminated by County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

19.22. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other

information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

19.23. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The County will not issue work containing Federal funding on a cost-plus percentage of cost basis.

19.24. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

19.25. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

19.26. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with County for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

35.27.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms "domestic end product," "end product," and "foreign end product" are defined in FAR 52.225-1 entitled "Buy American-Supplies."

35.27.2.	Foreign End Products:Line Item No.	Country of Origin
	_____	_____
	_____	_____

35.27.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

19.27. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

19.28. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

19.29. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

19.30. Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this

contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

19.31. Never Contract With The Enemy (2 CFR Part 183). For work funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

19.32. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

19.33. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

19.34. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Contract, the conflicting terms and conditions of that document shall prevail.

XX. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

XXI. Entire Contract & Waivers

This Contract (including all Schedules and Exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a

waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XXII. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XXIII. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Contract meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

XXIV. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XXV. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of [Contractor] represents and warrants that he or

she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Tetra Tech, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

SIGNATURE BLOCKS INTENTIONALL OMITTED FROM DRAFT CONTRACT

DRAFT

JEFFERSON COUNTY ROAD DEPARTMENT



DISASTER DEBRIS MANAGEMENT PLAN 2023

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Jefferson County Road Department Disaster Debris Management Plan

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**NOTE: This plan has NOT been formatted to comply
with the Public Assistance Pilot Program
"Program Guidance for FEMA, State and Local
Officials" FEMA 598/June 2021**

Jefferson County Road Department Disaster Debris Management Plan

PREFACE

The State of Florida's disaster response system, based on the Federal model, is organized into seventeen Emergency Support Functions (ESFs). Each of the twenty functions is comprised of multiple agencies or organizations which manage and coordinate specific categories of assistance common to all emergency events. ESF #3 "Public Works and Engineering" provides the primary support function for the restoration of public services, roads, and utilities.

The Road Department is the lead agency responsible for disaster debris removal on essential transportation routes and for coordinating the permanent removal and disposal of all debris from public property and rights-of-way within unincorporated Jefferson County (County). This Storm Debris Management Plan (Plan) provides the steps required to plan, respond, and recover from a disaster event.

Jefferson County Public Works is responsible for emergency debris removal on essential transportation routes as identified in the Emergency Support Function (ESF) 3, to the County Comprehensive Emergency Management Plan (CEMP).

The Road Department recognizes the cooperation from the other County departments and agencies identified in this Plan. Your understanding of the importance of having a coordinated Plan in place prior to a natural disaster will contribute to the safety and wellbeing of all residents of the County.

Tom Kisamore
Superintendent
Jefferson County Road Department

Jefferson County Road Department Disaster Debris Management Plan

SECTION I: OBJECTIVES

This Plan identifies the actions required to plan for and respond to a natural or man-made debris-generating event. It is designed to identify local, State, and Federal departments and agencies responsible for debris operations with respect to executing a coordinated response to a major debris-generating event. The Road Department recognizes the importance of having a coordinated Plan in place that will contribute to the safety and wellbeing of all residents of the County and the importance of cooperation from the other County departments and agencies identified in this Plan.

The County Debris Manager will direct and coordinate Debris Clearing Operations (Phase I) and Debris Removal and Disposal Operations (Phase 11) utilizing personnel and equipment from County departments, mutual aid providers, and private debris removal and disposal contractors.

The County Debris Manager will be responsible for coordinating disaster debris operations with respect to the emergency clearance and permanent removal and disposal of debris deposited along or immediately adjacent to County maintained street rights-of-way throughout the County in consultation with other County departments and State and Federal agencies. This approach will ensure a seamless and efficient cleanup operation.

A County Debris Management Operations Center (DMOC) will operate as a unified organization under direct control of the County Debris Manager. All debris clearing, removal, and disposal operations within the County will be directed and coordinated by a joint DMOC staff located at 1484 South Jefferson Street, Monticello.

1. AUTHORITY

This Plan is developed, promulgated, and maintained under Emergency Support Function 3 (ESF 3), Public Works to the County Comprehensive Emergency Management Plan (CEMP).

2. DEBRIS MANAGEMENT PLAN KEY PARTICIPANTS

Operation Manager (OM)	Consultant
Public Information Officers	Diana Bullock
Liaison Officers	Brenda McDonald
Safety Officer	Tammy Russell
Operations Chief	Tom Kisamore
Project Management / Engineering	Consultant
County Debris Manager (DM)	Robbie Slack
Planning Chief	Diana Bullock
Progress Tracking & Reporting	Consultant/Contractor
Data & Information Management	Consultant/Contractor
Technical Specialists	Consultant/Contractor
Logistics Chief	Consultant/Contractor
Communications	Tom Kisamore
Supplies and Equipment	Jefferson County Road Department
Contracting and Procurement	County Manager's Office
Finance & Administration Chief	Clerk of Court
Contractor Payments/ Invoicing	County Manager's Office
FEMA/ FHWA Claims Management	Consultant/District DOT staff
Internal Budget Accounting Systems	County Manager's Office
Federal	FEMA Region IV U.S. Army Corps of Engineers

Jefferson County Road Department Disaster Debris Management Plan

Table 1 - Key Personnel**SECTION II: EXPLANATION OF TERMS**

Debris is the remains of things destroyed or damaged as a result of natural or technological disasters. Disaster debris may include yard waste, building materials, household items, personal property, hazardous household products, batteries, hazardous chemicals, spoiled food, dead animals, and other materials. Some types of debris pose a threat to health, safety, and the environment.

A glossary that provides definitions of common terms used herein that are associated with the management of debris and a comprehensive listing of acronyms and abbreviations used in this plan is provided below.

1. LIST OF ACRONYMS

AFP	Application for Payment
APWA	American Public Works Association
C&D	Construction & Demolition Debris
CEMP	Comprehensive Emergency Management Plan
CSU	Central Service Unit
DM	Debris Manager (County)
EOC	Emergency Operations Center
ESF	Emergency Support Function
ESF/HQ	Emergency Support Function 3 Headquarters
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHP	Florida Highway Patrol
FDEM	Florida Division of Emergency Management
GHC	Governor's Hurricane Conference
H&S	Health & Safety
HHW	Household Hazardous Waste
IC	Incident Commander
ICS	Incident Command Staff
NEMA	National Emergency Management Association
NHC	National Hurricane Conference
NIMS	National Incident Management System
OM	Operations Manager (Consultant)
PIO	Public Information Officer
PW	Project Worksheet
QA	Quality Assurance Monitor
ROE	Right-Of-Entry
ROW	Right-Of-Way
SOP	Standard Operating Procedures
SWD	Solid Waste Department
TDSRS	Temporary Debris Storage & Reduction Site
USACE	US Army Corps of Engineers

2. DEFINITIONS

Burning - Reduction of woody debris by controlled burning. Woody debris can be reduced in volume by approximately 95% through burning. Air curtain burners are recommended because they can be operated in a manner to comply with clean-air standards.

Chipping or Mulching - Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75%, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.

Construction, Demolition and Land-Clearing Wastes - Any type of solid waste resulting from land-clearing operations, the construction of new buildings or remodeling structures, or the demolition of any building or structure.

Debris - Scattered items and materials that were broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.

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

Debris Removal Contractor(s) Oversight Team - The Debris Removal Contractor(s) Oversight Team (DCOT) is organized to provide oversight of private Debris Removal Contractor(s) involved with debris clearing, removal, and disposal operations. The team consists of Roving Monitors, Load Site Monitors, and Disposal Site Monitors.

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

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

Force Account Labor - In this context, State, tribal or local government employees engaged in debris removal activities within their own jurisdiction.

Garbage - Waste that is normally picked up by a designated department such as the Department of Solid Waste or a Contractor. Examples: food, plastics, etc.

Hazardous Waste - Any waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.
- Also includes material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:
 - 1) Toxic,
 - 2) Flammable,
 - 3) Corrosive; and/or
 - 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Household Hazardous Waste (HHW) - Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:

- 1) Toxic,
- 2) Flammable,
- 3) Corrosive and/or

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4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

Hot Spots - Illegal dumpsites that may pose health and safety threats.

Illegal Dumping - Dumping garbage and rubbish, etc., on open lots is prohibited. No garbage, refuse, abandoned junk, solid waste or other offensive material shall be dumped, thrown onto, or allowed to remain on any lot or space within the County.

Industrial Waste - Any liquid, gaseous, solid, or other waste substance, or a combination thereof resulting from any process of industry, manufacturing, trade, or business or from the development of any natural resources.

Monitoring - Actions taken to ensure that a Contractor complies with the contract scope of work.

Mutual Aid Agreement - A written understanding between communities, states, or other government entities delineating the process of providing assistance during a disaster or emergency. (See Response and Recovery Directorate Policy Number 9523.6, "Mutual Aid Agreements for Public Assistance", dated August 17, 1999).

National Response Framework - A document that describes the mechanism and structure by which the Federal government mobilizes resources and conducts activities to address the consequences of any major disaster or emergency that overwhelms the capabilities of State and local governments.

Public Information Officer - Public Information Officer (PIO) is responsible for preparing news releases pertaining to the debris cleanup operation.

Recycling - The recovery and reuse of metals, soils, and construction materials that may have a residual monetary value. Examples of recyclable material are shown below:

- Aluminum cans
- Steel (tin) cans
- Newspaper
- Glass
- Plastic
- Cardboard
- Office paper
- Mixed paper

Rights-of-Way - The portions of land over which facilities, such as highways, railroads, or power lines are built. Includes land on both sides of the highway up to the private property line.

Scale/Weigh Station - A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping may be charged accordingly. Also, may be used to determine the quantity of debris picked-up and hauled.

Sweeps - The number of times a Contractor passes through a community to collect all disaster-related debris from the rights-of-way. Usually limited to three passes through the community.

Temporary Debris Staging and Reduction (TDSR) Site - A location where debris is temporarily staged until it is sorted, processed, and reduced in volume and/or taken to a permanent landfill. Also referred to as debris management sites.

Tipping Fee - A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

Trash - Non-disaster related waste such as yard waste, white metals, or household furnishings placed on the curbside. Non-disaster related trash is not eligible for reimbursement under FEMA's Public Assistance Program. Not synonymous with garbage.

United States Army Corps of Engineers (USACE) - Federal agency responsible for design and management of construction projects for the Army and Air Force and provides oversight to various flood control and navigation projects. The USACE may be tasked by FEMA to manage Debris removal and disposal private contractor operations.

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Volume Reduction Operations - Any of several processes used to reduce the volume of debris brought to a temporary debris storage and reduction site. It includes chipping and mulching of woody debris, shredding and/or baling of metals, air curtain burning, etc.

White Metals - Household appliances such as refrigerators, washers, dryers, and freezers.

SECTION III: DEBRIS MANAGEMENT

1. GENERAL

One of the primary functions of this Plan is to clearly delineate a basic organization and assign specific responsibilities. The Jefferson County Road Department is the lead agency and has primary responsibility for the restoration of the public infrastructure following a disaster. Jefferson County Solid Waste is responsible for emergency debris clearance of essential transportation routes and other critical public facilities based upon the Critical Facilities List as determined by the County's Emergency Operations Center (EOC) staff. Additionally, the Road Department is responsible for the removal of debris from all of the County's rights of way after the initial clearance of debris from essential transportation routes. Debris Removal Contractor(s) may be utilized to assist with either of these primary tasks.

Jefferson County Solid Waste is a supporting agency responsible for overall coordination of the Temporary Debris Staging and Reduction Sites (TDSRS) and debris staging, processing, and disposal activities within unincorporated Jefferson County. The Road Department will coordinate with and support Solid Waste in the staging, processing, and disposal of all disaster-related debris from public property.

During the conduct of debris operations, many issues will arise that are not specifically mentioned in this Plan. However, responsibilities are sufficiently defined so that unexpected issues can be assigned and resolved efficiently.

2. PURPOSE

This Plan provides organizational structure, guidance, and standard operating procedures for the clearance, collection, staging, processing, and disposal of disaster debris following a Debris-generating event (e.g. hurricane). It is organized to:

- Establish the most efficient and cost-effective methods to address disaster debris
- Operations.
- Expedite disaster debris operational efforts that provide visible signs of response and recovery in order to alleviate the threat to public health, safety and welfare.
- Encourage interlocal and inter-agency relationships by planning and communicating with local, State and Federal agencies involved with disaster debris management operations.
- Oversee and implement private sector debris operations contracts in order to enhance disaster recovery operations.

3. ASSUMPTIONS

This Plan is based on the following assumptions:

- A major natural disaster that will require the removal of disaster debris from public or private lands and waters will occur at some point in the future.
- The quantity of debris resulting from a major natural disaster will exceed the Road Department and Solid Waste's operational capabilities.
- Solid Waste has pre-event contracts for additional resources to assist with debris management, clearance, collection, staging, processing, and disposal operations.
- The Governor will declare a State of Emergency that will authorize State resources to assist in removal and disposal of disaster related debris.
- The Governor will request a Presidential Disaster Declaration when the disaster recovery is anticipated to exceed both local and State resources.

Jefferson County Road Department Disaster Debris Management Plan

4. NATIONAL INCIDENT COMMAND SYSTEM (NIMS)

This plan and the Debris Management Operations Center (DMOC) concept support the County's NIMS organization as shown in Figure 1 below

5. DEBRIS MANAGEMENT OVERVIEW

The Director of the County Division of Emergency Management will notify the County Departments and other agencies when notice is warranted of an impending disaster event. Personnel assigned to ESF 3 will establish a presence at ESF 3 headquarters located at 1484 South Jefferson Street, Monticello await further instructions from the ESF 3 Incident Commander (IC). All ESF 3 staff should be knowledgeable in their specific duties, responsibilities and SOPs identified in the CEMP, and this Plan. ESF 3 will employ an Incident Command Structure for all post disaster situations.

During and/or following the event, the Road Department Superintendent will be the County ESF 3 Incident Commander (IC). He or she will be responsible for establishing and staffing the Incident Command Facility at ESF 3 Headquarters. The ESF 3 IC will exercise daily operational control of the ESF 3 Incident Command Staff (ICS) and:

- Keep the Jefferson County manager and Board of County Commissioners briefed on the status of the debris clearing, removal, storage, and processing and disposal operations.
- Assure that Jefferson County is represented at meetings with other government and Private agencies involved with the debris management operations.

The Incident Commander will assign an ESF 3 Coordinator to the EOC. With respect to debris removal operations, the ESF 3 Coordinator will have responsibility for coordinating with other EOC assigned personnel, handling debris clearance and cleanup requests involving Road and Solid Waste Department personnel and equipment. (See Figure 1) Actions will also focus on coordination with Duke Energy, Tri-City and Talquin Electrical Cooperatives, other County, State and Federal resources (e.g., Jefferson County Sheriff, FHP, FEMA, FDOT, etc.), reviewing Debris Zone progress and initial debris clearance from public roadways and critical facilities. The ESF 3 Coordinator will keep the EOC representatives informed of cleanup progress and any problems encountered or expected.

The Debris Monitoring Consultant will appoint an Operations Manager (OM). The OM, utilizing an incident command structure, will coordinate the Actions necessary to perform debris emergency clearance, collection, storage, processing, and disposal operations.

The OM will be supported by a combined debris management staff made up of personnel from the Road and Solid Waste Departments, other supporting departments, and may include the County's Debris Removal Contractor(s). This organization will be referred to as the Debris Management Operations Center (DMOC) staff and will be located at ESF 3 HQ and/or other mobile field office(s).

The figures presented on the following pages represent the ESF 3 Organization based on **NIMS** required Incident Command System structure.

6. DEBRIS MANAGEMENT OPERATIONS CENTER

Road Department is responsible for emergency debris clearance of essential transportation routes and other critical public facilities. The Solid Waste Department is responsible for locating and staffing a Debris Management Operations Center (DMOC) that provides a physical location where selected County staff will work to resolve primary debris-related issues that normally arise during debris cleanup operations. The DMOC is organized to provide a central location for the coordination and control of all debris management requirements. The DMOC will be located at ESF 3 Headquarters, 1484 South Jefferson Street, Monticello.

Jefferson County Road Department Disaster Debris Management Plan

The DMOC staff will be under the direction of the County Debris Manager (DM). The County Debris Manager's actions may include the following:

- Making recommendations for County and private contractor work assignments and priorities based on the County's Primary Disaster Debris Zones (Primary Zones). Figure 6 contains a map showing the boundaries of the Primary Zones.
- Reporting on debris removal and disposal progress and preparing status briefings.
- Providing input to the County PIO on debris removal and disposal activities for dissemination to the public.
- Coordinating debris issues affecting the County with local municipalities and adjacent Counties.
- Coordinating County debris removal and disposal operations with County and State solid waste managers, environmental regulators, and other State and Federal agencies as appropriate.
- Coordinating with the following Federal agencies in the event of a major natural or man-made debris-generating disaster:
 - Federal Emergency Management Agency (FEMA)
 - U.S. Army Corps of Engineers (USAGE)
 - Federal Law Enforcement Agencies (FBI, BATF)
 - US Environmental Protection Agency (USEPA)

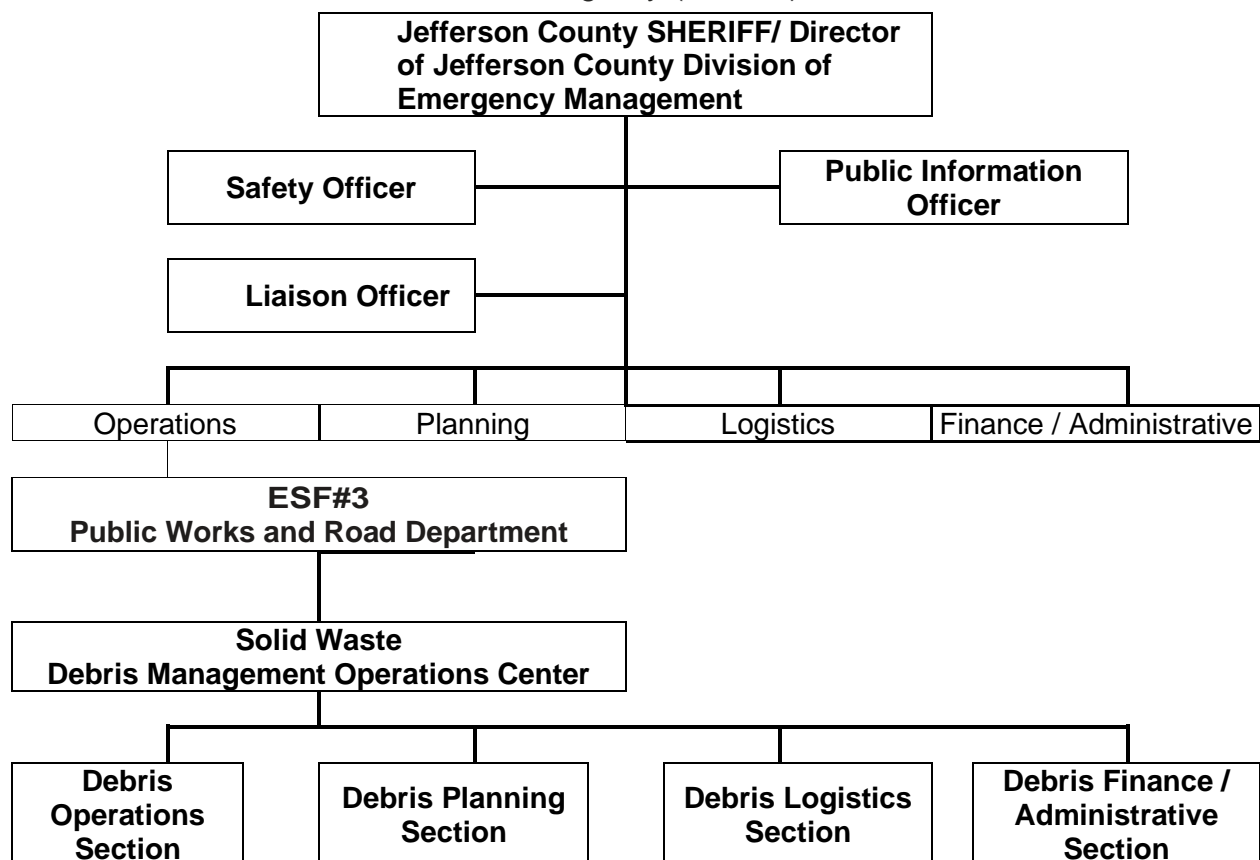


Figure 1 (above) - County NIMS Organization Chart

7. DEBRIS MANAGEMENT COMMAND STAFF

Command Staff	Role/Responsibility
County Debris Manger (DM)	Coordinates all debris removal and disposal responsibility
Public Information Officer	Coordination of press releases, maintenance of contracts with local organizations, the media, drafting public notices.
Safety Officer	Evaluate contractor plans, routes, equipment, etc. and Identify any safety concerns for citizens. Monitor and assess any safety hazards or unsafe conditions to protect worker Safety or assist evaluation of eligibility for reimbursement.
Liaison Officer	Coordinate and/or attend all meetings with local, State and Federal authorities associated with debris removal and public assistance program activities. Act as the official conduit for information (i.e. changes to eligibility Requirements, regulations, etc. to or from external entities.

Table 1 (above) - Debris Management Command Staff Role/Responsibility Chart

8. DEBRIS MANAGEMENT GENERAL STAFF

a. Debris Operations Section Organization

The DMOC organizational diagram shown in Figure 2 below identifies the DMOC's Debris Operations organization and staff positions required to coordinate the actions necessary to remove and dispose of debris using both County and private contractor assets.

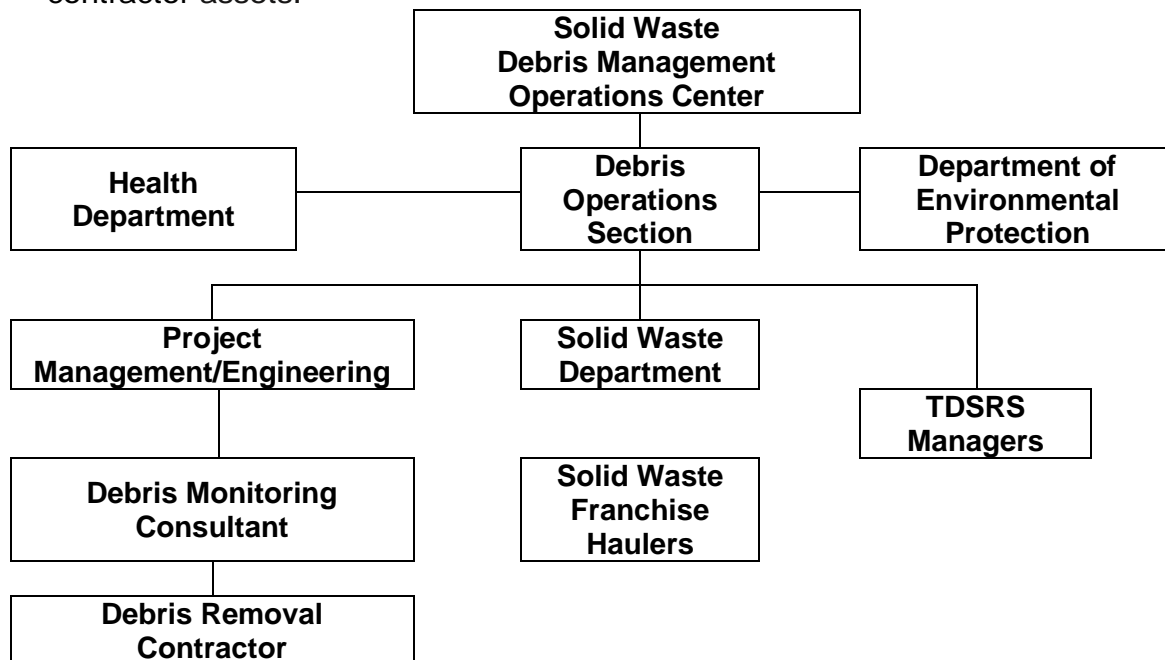


Figure 2 (above) - Debris Operations Section Organization Chart

Jefferson County Road Department Disaster Debris Management Plan

Debris Planning Section (Figure 3); Debris Logistics Section (Figure 4) and Debris Finance/Administrative Section (Figure 5) organizational charts are shown below. They are organized to comply with NIMS and each supports the overall debris removal and disposal mission.

Operations Section	Role/Responsibility
Supervision of all tactical operations and coordinate internal and contracted resources	
Project Management / Engineering	Detailed damage assessments, oversight of project consultants and Debris Removal Contractor(s), identification, preparation and restoration of TDSRS, monitoring of contractor operational plans and implementation
Solid Waste Department	Coordination of all franchise hauler operations.
Solid Waste Department	Oversight of TDSRS locations.

Table 3 (above) - Operations Section Role/Responsibility

b. Debris Planning Section Organization

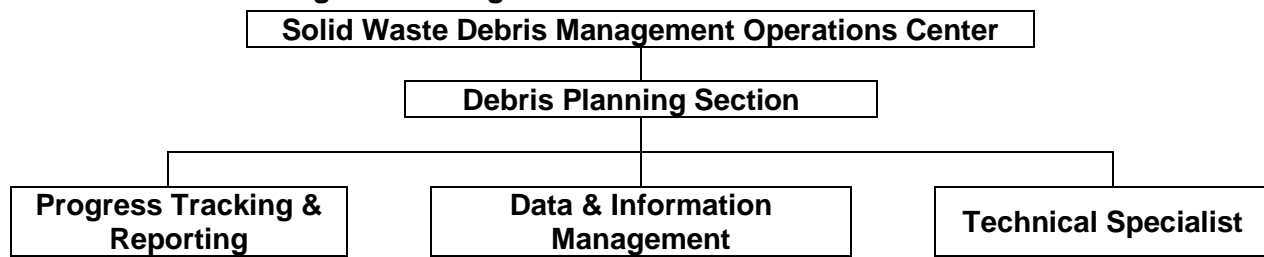


Figure 3 (above) - Debris Planning Section Organization Chart

Planning Section	Role/Responsibility
Responsible for the collection, evaluation, dissemination, and use of information about the status of resources and the debris removal effort. Also provides consultation services for all Incident Command Staff	
Progress Tracking & Reporting	Tracks progress of the overall debris removal efforts And prepares reports for Command Staff and the Public Information Office.
Data & Information Management	Reviews and validates data and information generated by consultants and Debris Removal Contractor(s), ensures content and completeness for FEMA and Federal Highway Administration claims, and prepares data for eventual Audit by internal or external authorities.
Technical Specialists	Resources assigned to consult on specific problems or perform specific technical tasks e.g. environmental testing, hazardous material handling, etc.

Table 4 (above) - Planning Section Role/Responsibility

c. Debris Logistics Section Organization

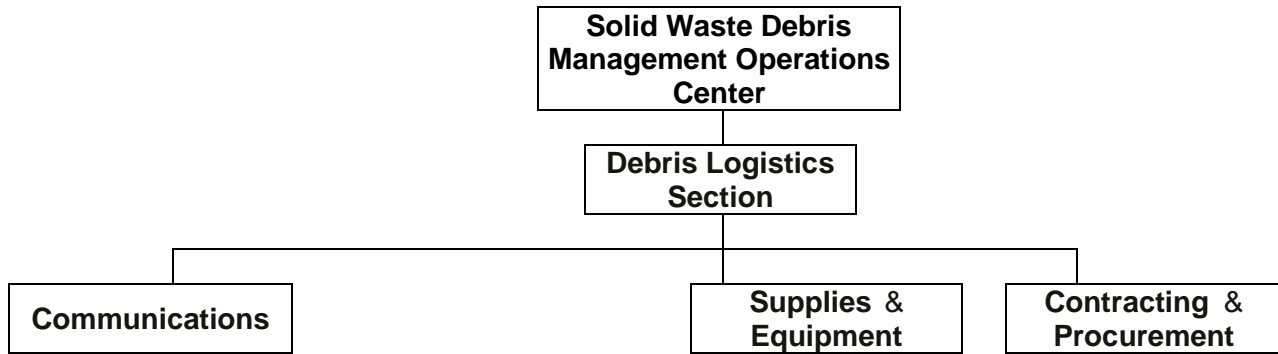


Figure 4 - Debris Logistics Section Organization Chart

Logistics Section	
Communications	Plan and implement communications strategy, provide test and distribute communications equipment to County field resources
Supplies & Equipment	Provide vehicles, equipment and any other ancillary supplies to County field resources
Contracting & Procurement	RFP, RFQ, scope of work and specifications for debris contracts, contract modifications, equipment, purchasing or leasing contracts.

Table 5 - Logistics Section Role/Responsibility

d. Debris Finance & Administration Section

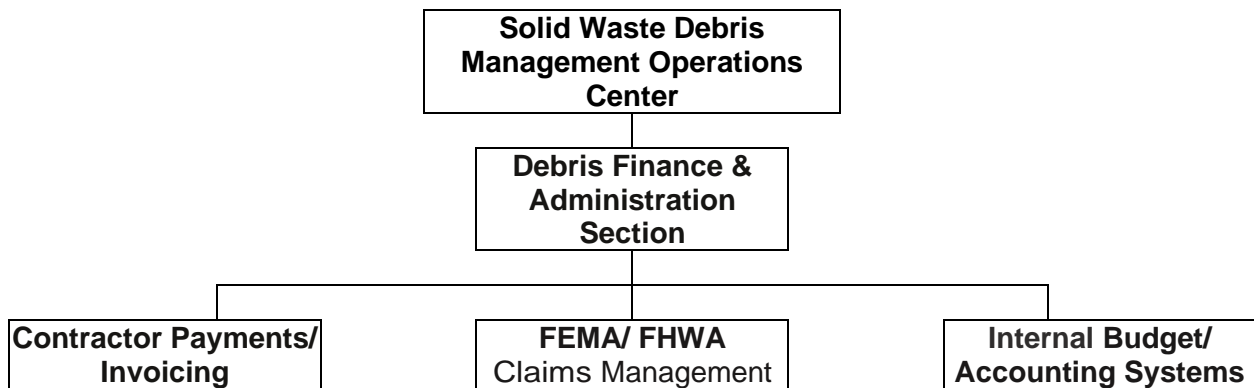


Figure 5 - Finance & Administration Section Organization Chart

Jefferson County Road Department Disaster Debris Management Plan

Finance & Administrative Section	Role/Responsibility
	Responsible for all financial considerations of the debris removal effort
Contractor Payments & Invoicing	Review and validate invoices generated by consultant and Debris Removal Contractor(s), ensure prompt payment of invoices
FEMA / FHWA Claims Management	Format and submit data for the generation of project worksheets and invoices to Federal authorities including supporting documentation (contracts, invoices, load tickets, etc.) Initiate requests for Funding, coordinate appeals.
Internal Budget / Accounting Systems	Set up accounts, budget systems to pay for and track all debris removal expenses

Table 6 - Finance & Administration Section Role/Responsibility

9. STAFFING ASSIGNMENTS AND DUTIES

A. County Debris Manager

The County Debris Manager (DM) is responsible for daily operational control of the disaster debris management staff. The DM will receive current information on the severity of the disaster from the EOC and ESF3 damage assessment reports. All requests for debris removal or disposal from the EOC staff will go through the DM. All requests for debris clearing of public facilities and roadways from citizens or other entities will be directed to the DM.

The DM will coordinate with the Debris Management Team's operational staff regarding debris operations force account activities.

The DM will coordinate with the Debris Monitoring Consultant's Operations Manager (OM) regarding debris operations contracted activities.

The DM or his designee will hold daily (or as needed) status meetings with appropriate ESF3 team members and the OM to discuss ROW, ROE and TDSRS operations.

Attendees may include Debris Removal Contractor(s), FEMA, other agencies and department personnel as deemed appropriate by the DM.

B. Debris Monitoring Consultant

The Debris Monitoring Consultant's Operations Manager (OM) will provide advice to the DM, and the Incident Command Staff with respect to all aspects of debris management following an event.

The OM will keep the DM notified of the Debris Removal Contractor cleanup progress and problems encountered or expected.

The OM will provide a daily report to the DM. OM will also provide monthly summary reports and a final After-Action Report to the DM.

The OM will supervise the activities of the Debris Monitoring Consultant when activated. See Attachment 1 "Disaster Debris Program Management - Standard Operating Procedures" for Consultants.

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The DM will determine the extent of damage and resulting debris and issue appropriate directives to the appropriate ESF 3 team members, who will, in turn, execute their Team's debris missions as defined in this plan and Jefferson County Standard Operating Procedures.

C. Health & Safety (H&S)

The Road Department will have a designated Safety Officer to be provided by ESF 3 Incident Command Staff.

The Debris Monitoring Consultant and the Debris Removal Contractor(s) will each provide a designated Health & Safety (H&S) project professional.

A Training and Safety Program Outline is provided in Attachment 2

D. Public Information Officer

The ESF3 HQ Public Information Officer (PIO) will serve as the DM's liaison to the EOC's PIO. The PIO will develop a proactive information management plan. Emphasis will be placed on public participation in a safe and efficient cleanup process. Paper flyers, newspapers, radio and TV public service announcements may be used to obtain the public's cooperation in disaster debris disposal operations (e.g., separating burnable and non-burnable storm debris; segregating household hazardous waste; placing disaster debris at the curbside; keeping debris piles away from fire hydrants and valves; and segregating recyclable materials). Pickup schedules will be disseminated in the local news media and through the County's Emergency Information Number. All available means of public notification should be considered.

E. Solid Waste Service Units

Solid Waste Service Unit Managers are primarily responsible for all debris removal activities within their designated geographical boundaries. Each Service Unit will utilize the incident command system to manage debris removal operations with the Service Unit Manager or designee serving as the Incident Commander of the respective geographic areas.

Each unit will designate a safety officer to support the Debris Management Team Safety Officer at ESF3 HQ in monitoring and ensuring safe operations undertaken by force account or contracted labor.

Each unit will provide staff to assist ESF3 Damage Assessment Teams in locating, assessing and quantifying debris to facilitate prioritization of debris clearance and removal routing.

Each unit will provide their own quality assurance monitors to assist contracted quality assurance staff in load and truck validation activities. The units will also provide staff to assist county personnel with TDSRS management and restoration efforts.

Solid Waste administrative staff will maintain accurate records (timesheets, work orders, invoices, equipment records, etc.) of all force account and contracted resources (other than Debris Removal Contractor(s)). Staff from other county departments may be assigned to support this operation.

Solid Waste administrative staff will work with Road Department staff to set up the data and work management infrastructure to accurately record and characterize all debris removal activities, contracted and force account, utilizing the Road Department work orders. The effectiveness and accuracy with which the work management system is used is crucial to subsequent efforts by (lead agency) to be reimbursed for all eligible debris removal costs.

Jefferson County Road Department Disaster Debris Management Plan

Each Solid Waste service unit is responsible for collecting and ensuring the accuracy of timesheets, work orders, service requests, invoices, equipment logs, and related paperwork to substantiate all force account work and expenditures. The DM and Solid Waste managers should work closely with the OM to ensure expenses related to debris are accounted for.

F. Debris Drop off Sites

The County has designated one (1) area as residential vegetative storm debris drop-off sites: Tyson Rd. Tree Debris Collection Site.

In order to ensure that only vegetative storm debris is disposed of at the site, one or two QA monitors, depending on drop-off volume, will be stationed at the site to document incoming vehicle license plate numbers and, time permitting, the name of the person disposing of debris. The Debris Removal Contractor(s) are responsible for hauling the debris from the site to a TDSRS or other Designated Disposal Site.

It is anticipated that some of the heavily used sites may suffer from overuse and require some repairs or re-seeding of grassy areas. It should be noted that in past events, after the sites closed permanently as public drop-off points, several of the sites were prone to illegal dumping.

For low usage sites, and/or the more remote sites, a weekend only schedule may be considered.

G. TDSRS Operations and Environmental Compliance

The Debris Monitoring Consultant will provide environmental consulting support related to the monitoring of the TDSRSs. This work includes baseline visual site evaluation, baseline soil sampling and analysis, ongoing monitoring of TDSRS activities, site closure soil sampling and analysis, and preparation of a site closure report for each TDSRS.

H. Recycling and Solid Waste Operations

Depending upon the severity of the event, different areas of the County may be affected less severely. The following provides the assumptions and potential scenarios that are anticipated for recycling and solid waste operations following a tropical storm or hurricane.

I. GPS / GIS /Mapping

Debris clearance and removal progress will be tracked and plotted utilizing GIS mapping software. Consultant GIS Personnel will assist Road Department personnel to monitor contractor movement throughout the County to facilitate reporting to ESF3 staff, EOC staff, outside agencies and the media so that all interested parties can form realistic expectations of when and where debris will be removed.

Technology employed by the Debris Removal Contractor(s) should be compatible with technology Employed by the County to facilitate the transference and accuracy of information.

The Debris Monitoring and Debris Removal Contractor(s) will support the Road Department to facilitate routing, status mapping, debris pickup locations, etc.

J. State of Florida Division of Emergency Management (FDEM)

Pursuant to standard procedures, State disaster management staff will work directly with FEMA and the ESF3 Incident Command Staff to coordinate policy and guidance necessary to accomplish the recovery efforts according to Federal regulations. The County will maintain contact with the State disaster field office before, during and after a declared disaster.

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K. Federal Assistance

Pursuant to standard procedures, Federal disaster management staff will work directly with the State and ESF 3 Incident Command Staff to coordinate policy and guidance necessary to accomplish the recovery efforts according to Federal regulations. The County will maintain contact with FEMA's disaster field office before, during and after a declared disaster.

Incident Command Staff will actively participate in FEMA guidance and documentation revisions impacting all emergency and debris removal efforts. The County will work in conjunction with the Florida Association of Counties, the League of Cities, and State School Board agencies to ensure a public process is conducted.

The OM will identify the State Debris Specialist that is assigned to the County to assist in the coordination and guidance of the debris recovery efforts. The OM will also enlist the assistance of the Board of County Commissioners or Governor's office as the situation warrants.

L. Local Fire Department

- Approve TDSR burn sites in accordance with appropriate local, State, and Federal requirements to ensure safe burning.
- Issue bans on open burning based upon assessment of local conditions and ensure dissemination of information to the public.
- Inspect TDSR burn sites to ensure that the operation is in accordance with all appropriate local requirements to ensure safe burning, subject to amendments by the Health Department and/or Fire Marshal.
- Jefferson County Fire/Rescue: 850-342-0182

M. Local Law Enforcement Agency

- Assist in monitoring TDSR sites to ensure compliance with local traffic regulations.
- Coordinate traffic control at all loading sites and at entrances to and from TDSR sites.
- Sheriff Alfred McNeill: - 850-508-3043

N. Utilities**Electric:**

Duke Energy: Danny Collins: 850-544-1997

Tri-County Electric Cooperative

Kaitlyn Culpepper: 850-993-8036

Coordinate with the County Debris Manager with regards to debris removal along electrical easements and rights-of-way to ensure that all downed or damaged lines are de-energized.

Water and Wastewater:**City of Monticello**

Seth Lawless: 850-342-8005

Jefferson Community Water System

Lisa Hayes: 850-997-0314

Coordinate with the County Debris Manager debris removal and disposal requirements from County owned facilities with regards to water easements and rights-of-way, and damage to cut-off valves, lift stations, etc.

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Telephone:**Century Link**

Repair: 800-788-3600

Emergency: 800-366-8201

Coordinate with the County Debris Manager with regards to debris removal along telephone easements and rights-of-way to ensure that all downed or damaged lines are de-energized.

Natural Gas:**Utility Name: Florida Gas Transmission**

24 Hour Emergency: 800-238-5066

Call 811 Before You Dig!

Media Contact 214-840-840-5820

Coordinate with the County Debris Manager with regards to debris removal along gas easements and rights-of-way and damage to cut-off valves, etc.

10. Administration

All County departments will maintain records of personnel, equipment, load tickets, and material resources used to comply with this Plan. Such documentation will then be used to support reimbursement from any State or Federal assistance that may be requested or required.

All County departments supporting debris operations will ensure 12-hour staffing capability during implementation of this Plan, if the emergency or disaster requires, or as directed by the County Debris Manager.

All County departments should ensure that additional supplies of tires and tire repair kits are readily available due to the likely hood of debris caused flat tires.

The County Emergency Management Director and County Debris Manager are responsible for the annual review of this Plan in conjunction with the annual update to the CEMP. It will be the responsibility of each tasked department and agency to update its respective portion of the Plan and ensure any limitations and shortfalls are identified and documented, and work-around procedures developed, if necessary.

The review will consider such items as:

- Changes in mission.
- Changes in concept of operations.
- Changes in organization.
- Changes in responsibility.
- Changes in desired contracts.
- Changes in pre-positioned contracts; and
- Changes in priorities.

This Plan also may be updated as necessary to ensure a coordinated response with other municipalities and adjacent Counties. This coordination is especially important with respect to allocation of resources such as TDSR sites and disposal facilities. Based on the severity of the event and available resources, the county may perform debris operations in municipalities. Immediate debris clearance from roadways will be based on life/safety considerations. More comprehensive debris operations in municipal jurisdictions will be event specific with the parameters and financial considerations outlined by event and reduced to writing.

Jefferson County Road Department Disaster Debris Management Plan

11. Financial Considerations

The Debris Monitoring Consultant and Jefferson County will maintain functionality of the department's work management system. The work management system will be utilized to record, organize, summarize and present all contracted and force account expenses to FEMA, the Federal Highway Administration (FHWA), Mutual Aid partners, and other agencies, in a clear and concise manner to facilitate the creation of Project Worksheets, or other required forms for reimbursement. In all cases, the associated backup documentation will be kept and made available for expense validation and eventual audit by the applicable agencies. The Clerk of Court will keep copies of the backup documentation gathered from the Solid Waste Service Units, ESF3 Headquarters or other departments and agencies involved in debris removal.

The Clerk of Court will be the lead organization for any validation or audits by outside agencies assisted by the Road Department and others as required.

B. Contracting and Procurement

All contracting and procurement actions pertaining to debris operations will be coordinated with the Office of the County Manager.

C. Legal

All legal issues pertaining to debris operations will be coordinated with the County Attorney. The County Attorney will provide comprehensive representation and legal advice to County officials and the various County departments.

D. Operations

The County Debris Manager will be responsible for coordinating disaster debris operations with respect to the emergency clearance and permanent removal and disposal of debris deposited along or immediately adjacent to County maintained street rights-of-way throughout the County in consultation with other County departments and State and Federal agencies. This approach will ensure a seamless and efficient cleanup operation.

The County Debris Management Operations Center (DMOC) will operate as a unified organization under direct control of the County Debris Manager. All debris clearing, removal, and disposal operations within the County will be directed and coordinated by a joint DMOC staff located at 1484 South Jefferson Street, Monticello.

E. Emergency Communications Plan

The Basic Plan of the Jefferson County Comprehensive Emergency Management Plan (CEMP) Emergency Communications Section includes the plan and procedures that will be utilized during debris management operations.

F. Health and Safety Plan and Procedures

The Basic Plan of Jefferson County Comprehensive Emergency Management Plan (CEMP) Health and Safety Section includes the plan and procedures that will be adhered to during debris management operations.

G. Training Schedule

The County will conduct debris management training workshops yearly. Training workshop agendas are shown below.

The Public Assistance Program Workshop will provide hands-on training with the decision-making and administration of the recovery operations, including: FEMA eligibility assessments for response/recovery activities, including contractor operations, grant management, and

Jefferson County Road Department Disaster Debris Management Plan

coordination with FEMA and State recovery managers with respect to natural disasters and lessons learned from recent terrorist activities.

The Debris Monitoring Workshop will assist the participants in developing a Debris Monitoring Plan and provide guidance for engaging and overseeing the debris monitors responsible for monitoring both natural disaster and man-made debris cleanup operations.

Public Assistance Program Workshop Agenda

8:30-9:00	Registration
9:00 - 9:15	Welcome and Introductions
9:15 - 10:30	Declarations, Stafford Act and Public Assistance Overview
10:45 - 12:00	PA Program Eligibility (Applicant, Facility, Emergency & Permanent Work Cost)
12:00- 1:00	Lunch
1:00-2:15	Lessons Learned from World Trade Center and Pentagon Terrorist Attack
2:30 -4:15	Project Formulation
4:15-4:30	Review and Closing Remarks

Debris Management Workshop Agenda

8:30 - 9:00	Registration
9:00 - 10:00	Debris Management Overview on Natural and Man-Made Debris Generating Events
10:15 - 10:45	Why the Emphasis on Debris?
10:45 - 12:00	Debris Estimating Techniques
12:00 - 1:00	Lunch
1:00 - 1:45	Debris Estimating Techniques and Practical Exercise
2:00 - 3:00	Contract Monitoring
3:15 - 4:00	Practical Exercise
4:00 - 4:30	Review and Closing Remarks

Table 7- Training Agendas

SECTION IV: SITUATION AND ASSUMPTIONS

1. Design Disaster Event Assumptions

A. Assumptions Regarding Responsibility & Performance of Franchise Haulers

Jefferson County Board of County Commissioners declares emergency.

Based on the severity of the emergency, the Road Department Superintendent will define expectations regarding service level.

Road Department Superintendent's expectations may vary from no change in service delivery to total suspension of service delivery or a variation thereof.

Because the emergency's impact may be felt inconsistently throughout the County, the Road Department Superintendent's response will be as needed and may not involve all Franchise Haulers equally.

Requests for reimbursement for additional expenses must comply with County instructions as defined at the time.

Franchise Hauler rates for additional hours, staffing and equipment will be agreed upon prior to deployment.

Franchise Haulers will not be required to collect hazardous material.

Jefferson County Road Department Disaster Debris Management Plan

B. Scenario I, Unlikely a Federal/State Emergency will be Declared

- Relatively minor emergency which does not necessitate the activation of the County's Debris Removal Contractor(s).
- The Road Department Superintendent has the authority to deploy resources as needed and may do so in any portion of the County as required.
- Franchise Haulers will maintain routes as defined by the Road Department Superintendent in consultation with the Director of Solid Waste and will provide additional resources (staffing and equipment) in order to increase collection capability as needed.

C. Scenario II, Likely a Federal/State Emergency will be Declared

Emergency which necessitates the activation of the County's debris management contractor.

- Franchise Haulers will maintain routes as defined by the Road Department Superintendent in consultation with the Director of Solid Waste and will provide additional resources (staffing and equipment) in order to increase collection capability as needed.
- Franchise Haulers will be responsible for the collection of all containerized vegetative debris. The County's Debris Removal Contractor(s), and their designees, will be responsible for all loose vegetative debris.

As a participant in the County's debris management efforts. The Franchise Haulers may be required to collect more than the normal limit of two cubic yards as defined by the Solid Waste Director.

- Franchise Haulers will alter or adjust their collection schedules, as required by the County, in order to better coordinate with the collection activities of the County's Debris Removal Contractor(s).

D. Scenario III, Likely a Federal/State Emergency will be Declared

- Emergency which necessitates the activation of the County's Debris Removal Contractor(s) and the (temporary) suspension of all Franchise Hauler residential collection activities.
- Upon direction of the Road Department Superintendent, Franchise Haulers will assign and devote all available resources to the County in support of its debris management efforts and will be compensated appropriately.

2. Franchise Haulers

In accordance with the County's yard waste program, the solid waste Franchise Haulers are responsible for the collection of vegetative storm debris less than 2 cubic yards in volume per pick-up, per resident, in their franchise areas. Vegetative storm debris collected by the franchise haulers shall be transported to one of the County's permanent yard waste facilities or transfer station. Bagged vegetative storm debris and yard waste is considered mixed waste. Bagged waste will be collected by the Franchise Hauler. The Franchise Hauler may be able to provide additional resources pursuant to existing franchise agreement provisions.

3. Forecasted Debris

Emergency situations requiring debris removal may occur at any time. Natural disasters such as tornadoes, flooding, aircraft crashes, thunderstorms, explosions, structure fires, and severe

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icing conditions precipitate a variety of debris that may include, such materials as, trees and other vegetative organic matter, construction materials, appliances, personal property, mud, and sediment.

Man-made disasters such as terrorist attacks may result in a large number of casualties and heavy damage to buildings and basic infrastructure. Crime scene constraints may hinder normal debris operations and contaminated debris may require special handling. These factors will necessitate close coordination with local, State and Federal law enforcement, health, and environmental officials.

This Plan takes an all-hazards approach to identifying and responding to the following hazards that may pose a threat to the County:

- Natural Hazards - severe weather, ice storms, tornadoes, and flooding.
- Human-caused Events and Hazards - urban fires, special events, civil disorder, or transportation accidents; and
- Terrorist Incidents - bomb threats or attacks, sabotage, hijacking, armed insurrection, or Weapons of Mass Destruction (WMD) incidents.

The quantity and type of debris generated, its location, and the size of the area over which it is dispersed will have a direct impact on the type of removal and disposal methods utilized; the associated costs; and the speed with which the problem can be addressed. Further, the quantity and type of debris generated from any particular disaster will be a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity.

The fact that this Plan is based on a particular size and type of event in no way diminishes the value of the Plan for use in response to other types and categories of events. This Plan establishes a general framework that can, with minor modifications, be used in any debris-generating event.

This Plan addresses the clearing, removal, and disposal of debris generated by the above hazards based on the following assumptions:

- A major natural or man-made disaster that requires the removal of debris from public or private lands and waters could occur at any time.
- The amount of debris resulting from a major natural disaster will exceed the County's in-house removal and disposal capabilities.
- The County will contract for additional resources to assist in the debris removal, reduction, and disposal processes.
- The County will request the State to issue an Emergency Executive Order upon reasonable apprehension of the existence of a public emergency as a prerequisite to Requesting emergency or major disaster assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (as amended) to request a Presidential Disaster Declaration; and
- Federal assistance will be requested through the State to supplement County Debris Capabilities in coordination with the County EOC staff.

4. Forecasted Types and Locations

As depicted in Figure 6 (below), the unincorporated areas of the County have been divided into five Primary Disaster Debris Zones (Primary Zones), which are North (Pickney Hill area), West Central (Lloyd area), East Central (Aucilla area), Southwest (Wacissa area and Southeast (Lamont area). The Primary Zones will be divided further following the disaster based upon Damage debris assessments, path of storm, etc., and will utilize Section, Township and Range as well as GIS mapping to manage the disaster debris operations progress.

5. Concept of Operations

Debris management and removal operations consist of a variety of tasks related to assessment, right-of-entry, debris collection, transport, and processing, and disposal of debris resulting from a hurricane or other type of disaster. Although there are similarities between events, each event provides its own set of extraordinary challenges. The debris removal and management operations for the areas under the Road Department are typically provided utilizing a variety of means, including Debris Removal Contractor(s), quality assurance support contractors, County personnel and other personnel on assignment from other departments. The operations are performed under the direction of the Road Department in accordance with Federal, State and local laws and guidelines.

Debris can be classified into many subcategories. Some common categories include:

- Construction and Demolition Debris
- Clean Vegetative Storm Debris
- Mixed Debris
- Automobiles
- Boats
- Appliances
- Stumps
- Leaning Trees and Hanging Limbs
- Residential Hazardous Waste
- Commercial/Industrial Hazardous Waste

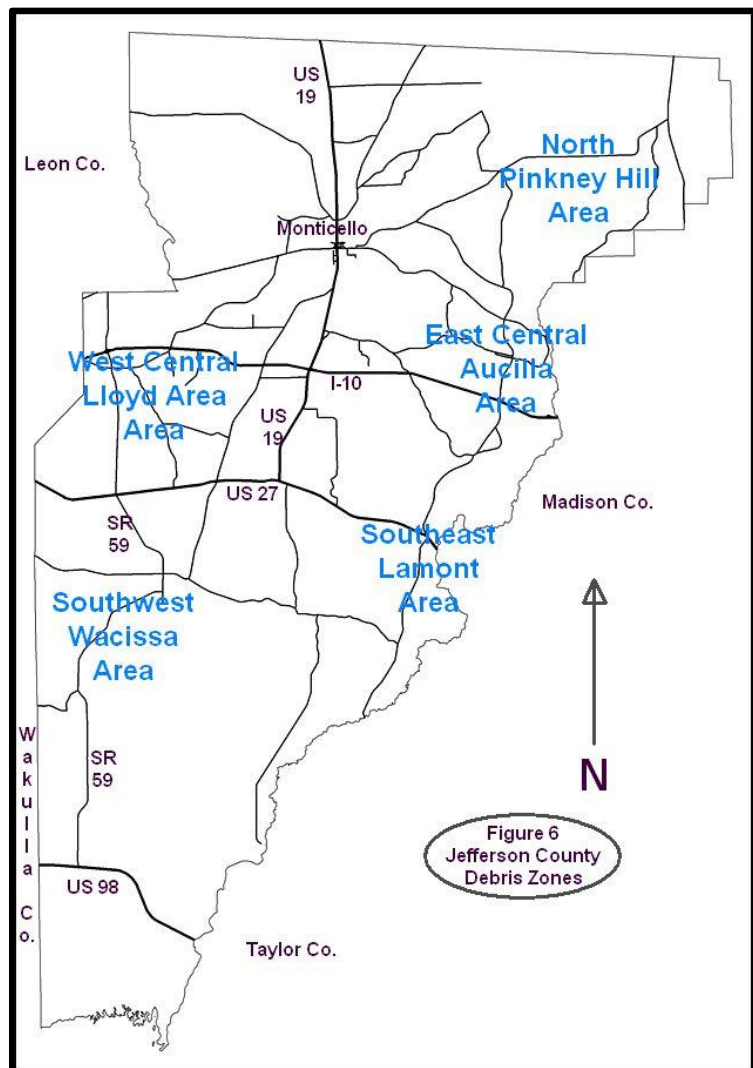


Figure 6 – Jefferson County Debris Zones

6. Disaster Debris Management Phases

1. General

A typical debris removal operation begins with the clearance of debris from critical transportation routes to facilitate the travel of emergency support vehicles to and from critical facilities.

The debris removal operation continues with a series of "passes" in which the debris is collected from the rights-of-way and hauled to a debris reduction and/or disposal site under the oversight of Quality Assurance (QA) monitors. Prior to a truck or trailer hauling storm debris, a truck certification form is completed, and a placard issued that depicts the vehicle capacity and other important information. For every load of debris collected and dumped at the debris reduction and disposal sites, a debris load ticket (multi-part copies) is issued by a QA monitor that captures the vehicle placard identification number and other salient information (e.g., date, location, type material, contractor/subcontractor, quantity, etc.) After the first pass has been completed, the second pass is initiated, followed by subsequent passes as may be required. Additional subtasks include the removal of leaning trees and hanging limbs, and the removal of tree stumps.

The right-of-entry (ROE) debris operation is more complicated, but basically consists of obtaining the right to enter private property for the purposes of debris removal and may involve, but not be limited to, obtaining and determining utility locations, demolition of condemned structures, removal of debris, removal of leaning trees and hanging limbs, and removal of tree stumps.

A key component of debris management operations is record keeping/data management. Listed below are several elements of record keeping and data management along with the purpose of each:

- Time sheets, work orders, or service requests - to document labor, equipment, and materials expended by internal forces assigned to the debris removal effort.
- Truck Certifications and Placards - to document capacity of hauling vehicle, contractor, and subcontractor information.
- Debris Load Tickets - to document date, time, location, type and quantity of debris, contractor, and subcontractor information.
- Right-of-Entry Forms - to document each property and the actions taken.
- Other types of debris tickets and forms (e.g., leaners and hangers, stumps, boats, etc.) - to document number, location, and type of debris item.
- Database - to document all relevant information obtained from tickets and forms.

2. Phases I through IV

Disaster Preparedness, Response and Recovery Operations can be separated into five (5) phases. These phases include:

- Phase I - Meetings, Exercises, and Continuing Education
- Phase II - Pre-event Planning and Training
- Phase III - Disaster Debris Emergency Clearance Operations
- Phase IV - Disaster Debris Recovery Operations
- Phase V - Financial Reimbursement

Attachment I "Anticipated Sequence of Events" provides a flow diagram depicting each of these phases.

3. Phase I - Meetings and Continuing Education

- Road and Solid Waste Department representatives and others should attend

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emergency management and disaster debris management conferences and continuing education venues (e.g., NHC, GHC, NEMA, APWA, etc.)

- Schedule and attend meetings with FEMA and State representatives in order to maintain open lines of communication.
- Schedule and attend meetings with local agencies (e.g., sheriff, fire chief(s), utilities, etc.)
- Designate staff to attend FEMA and State workshops and/or participate in other salient educational classes.
- Assign all ESF3 functions to Road Department staff and others

4. Phase II - Pre-event Planning and Exercise Training

- Review and update Disaster Debris Management Plan.
- Develop disaster debris quantity and damage scenarios based upon storm path and category utilizing modeling software
- Prepare, review, and update GIS layers for critical facilities, key routes, Federal Roads, State Roads, and private highways
- Coordinate and communicate expectations.
- Conduct annual review meeting with Debris Removal Contractor(s).
- Attend and participate in exercise training at EOC and ESF3 HQ.
- Conduct annual internal debris management exercise and training.

5. Phase III - Disaster Debris Emergency Clearance Operations

The Road Department is the lead agency responsible for coordinating disaster debris assessment for all County public structures, equipment and debris clearance immediately following a large-scale disaster in order to prioritize the impacted areas and resource needs. Disaster debris emergency clearance from County roadways and County public property will be accomplished using Road Department crews (i.e. Force Account) and equipment, mutual aid providers, and private contractor resources.

The County will activate its pre-positioned Debris Removal Contractor(s) for emergency road clearance of disaster debris and may utilize time and materials, and/or unit price (per cubic yard) pursuant to the agreement(s) between the County and Debris Removal Contractor(s). The County will also utilize available County forces to accomplish this task

The Road Department's primary mission is to clear debris from at least one lane on all critical transportation routes to expedite the movement of emergency service vehicles such as fire, police and medical responders, consistent with the prioritized roads list.

The County has been divided into five Debris Zones to control and facilitate disaster debris clearing operations. A map the County and description of the Debris Zones is provided in Figure 6 (see page 25).

Debris Assessment Teams will conduct initial zone by zone drive-by surveys to identify types of debris, estimate quantities of debris on the roadways, and estimate the quantity of storm debris that may be brought to the ROW by residents. Computer modeling and aerial reconnaissance may also be used to estimate storm debris types and quantities anticipated within the affected areas.

Priority for debris clearance will be based upon the following criteria:

1. Extrication of trapped people
2. Major flood drainage arteries
3. Egress for fire and police
4. Communications
5. Ingress to hospitals, special care units, and detention facilities

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6. Major traffic routes and other critical arterials
7. Egress for fleet. Traffic, road and bridge, and designated remote locations
8. Supply Distribution Points and mutual aid assembly areas
9. Government facilities
10. Public safety communications towers and facilities
11. Jefferson/Somerset shelter
12. Secondary roads to neighbor collection points
13. Access for utility restoration
14. Neighborhood streets
15. Private property adversely affecting public welfare.

During the debris clearance and removal process, the Road Department will be responsible to ensure that power lines do not pose a hazard to emergency work crews and to coordinate the response effort with Duke Energy, Tri-City and Talquin Electric Cooperatives and other utility companies as appropriate. The Debris Manager and Road Department EOC Coordinator will work with Progress Energy, Tri-City, Talquin Electric and other agencies to assist with safe and expedient clearance of affected road arteries.

6. Phase IV - Disaster Debris Recovery Operations

Based on debris estimates provided by damage assessment teams, the DM & OM will prioritize debris recovery operations utilizing the following methodology:

Establish debris zones (# Service Unit areas)

Prioritize utilizing Section, Township, and Ranges

The Service Unit managers, with assistance from QA Monitor Supervisors, will further breakdown debris recovery operations utilize the following methodology:

- Prioritize streets/neighborhoods within identified Section, Township, and Ranges Develop routes for debris recovery and removal teams
- Service Unit manager to approve clearance prior to debris recovery teams moving on to next assigned area

The general concept of disaster debris removal operations includes multiple scheduled passes (e.g., three passes set 3-5 weeks apart) of each affected site, location, or right-of-way conducted by a Debris Removal Contractor(s) pursuant to their contract with the County. This manner of scheduling debris removal allows residents to return to their properties and bring storm debris to the ROW as recovery progresses.

The Disaster Debris Program Management SOP for Phase IV disaster debris recovery operations will be provided by Debris Removal Contractor(s). Debris Removal Contractor(s) operations will require QA monitor field personnel for load site and TDSRS to oversee Debris Removal Contractor(s) operations.

Under the overall supervision of the OM, the OM will coordinate with QA Supervisors, Debris Removal Contractor(s) Supervisor(s), and others for debris removal and disposal operations for all unincorporated portions of the County from ESF3 HQ or other field offices as required.

Debris Removal Contractor(s) will collect and haul debris from their assigned Debris Zones to designated temporary or final disposal sites, as appropriate for the type of debris collected. Locations of Debris Zones are provided in Figure 6 (see page 25).

Other county departments will provide support to the Road Department with specialized equipment and operators as required. Certain designated locations will serve as temporary residential drop-off sites for clean vegetative storm debris only. Mixed debris will be hauled to designated C&D sites, designated private landfill sites,

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or TDSRS. Clean woody debris will be hauled to the nearest designated vegetative TDSRS for processing.

Debris Removal Contractor(s) will be required to obtain a certified scale ticket and/or debris load ticket for each load of debris for payment. The scale tickets/debris load tickets will be the final documentation for invoice payments

Solid Waste franchise municipal solid waste contractors will pick up municipal garbage according to current procedures, routes, and collection schedules.

Solid Waste will identify residential household hazardous waste (HHW) drop-off sites within Jefferson County. Residents will be required to separate and transport HHW to the pre- identified drop-off sites. Operating days and hours will depend on the severity and/or location of the affected areas.

The Debris Removal Contractor(s) will be encouraged to separate HHW at the curb and haul it to the County's contracted Hazardous Waste Contractor for packaging, storage, transport, and disposal at the County's contracted rates.

The Debris Removal Contractor(s) and the Solid Waste Department will coordinate the collection of eligible commercial or industrial hazardous waste from the disaster.

Solid Waste Department: 850-342-0184

Progress Energy, Tri-City and Talquin Electric and other utility crews will handle all utility related debris such as power transformers, utility poles, and cable. And other utility company material.

7. Phase V - Financial and Reimbursement Considerations

The OM and OM will assure that current Federal and State regulations are accessible, including but not limited to, CFR 44, FEMA 321, 322, 323, 325, and 329 publications, current and applicable FEMA Disaster Specific Guidance (DSG) memorandums, etc.

Responsibilities for financial and reimbursement activities are summarized below:

Jefferson County EOC - Provides official notification of disaster declaration and EOC activation making related eligible costs reimbursable

Jefferson County Clerk - Establish budgetary codes and accounting infrastructure to pay for disaster related expenditures and accept reimbursements from external Agencies.

Jefferson County Road Department and Solid Waste - Provide accurate accounting of expenses for force account debris removal operations and ensure the OM is providing an accurate accounting of expenses for all contracted debris removal operations.

Debris Monitoring Consultant - Track and provide data generated by the debris Removal operation. Provide Debris Removal Contractor(s) invoice reconciliation and applications for payment. Develop appeals to Project Worksheets as appropriate.

Debris Removal Contractor – Provide accurate accounting of expenses for debris removal operations and ensure OM is providing an accurate accounting of expenses for all of Contractor's operations.

State - Facilitate document and reimbursement flow between County and Federal agencies.

FEMA- Project Worksheet development (large projects), eligibility determinations, reimbursement.

FHWA - Reimbursement for first pass on Federal Aid Roads

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8. Reimbursement Procedures for Filing/ Managing Project Worksheets (PWs) and Appeals

FEMA's methodology for reimbursing public assistance applicants (e.g. Jefferson County) involves writing a number of Project Worksheets to summarize all labor, equipment, materials and contracted costs associated with the preparation response and recovery for a given federally declared disaster. FEMA officials assigned to work with Jefferson County will initiate the Project Worksheets upon receipt of all applicable documentation that validates the eligible costs associated with the debris removal effort.

The Project Worksheets are sub-divided into categories and groupings determined by FEMA guidelines, policy and the discretion of the assigned agents. Applicants may be allowed to write their own Project Worksheets for expenses considered small projects (those under \$1 million as of August 2022, this threshold is adjusted annually).

Documentation can include timesheets, work orders, service requests, truck certifications, invoices, contracts, pictures, maps, computer spreadsheets, load tickets, or any other documentation considered relevant to the validation of claimed expenses.

Once the required documentation is submitted to FEMA representatives, the Project Worksheets are written, and the applicants are given an opportunity to review and discuss any discrepancies or differences between the expected amounts and those declared eligible by FEMA. Project Worksheets that are agreed upon are processed through the FEMA Joint Field Offices and eventually reimbursed to the applicants. For those situations where the applicant disputes the FEMA determinations, the applicant is given the opportunity to appeal via FEMA Guidance Document 322 as described below.

From Guidance Document FEMA 322 - The FEMA appeals process is an opportunity for Applicants to request reconsideration of decisions regarding the provision of assistance. There are two levels of appeal. The first level appeal is to the Regional Director. The second level appeal is to the Assistant Director at FEMA Headquarters.

Typical appeal involves the following:

- ***An entity is not an eligible Applicant***
- ***A facility, an item of work or a project is not eligible for disaster assistance***
- ***Approved costs are less than the Applicant believes is necessary to complete the work A requested time extension was not granted***
- ***A portion of the cost claimed for the work is not eligible***
- ***The Applicant disagrees with the approved Scope of Work on the Project Worksheet***

The Applicant must file an appeal with the Grantee within 60 days of receipt of notice of the action or decision being appealed.

9. Debris Removal Contractor(s) Invoice/ Payment Process and Procedures

The Debris Removal Contractor(s) will submit its invoice(s) for services in either Time & Materials and/or unit price format pursuant to its contract with the County. Invoices will be submitted in regular intervals as determined by ESF3 Finance and Administration.

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The OM will review and reconcile the Debris Removal Contractor(s) invoice(s) and issue an Application for Payment (AFP) to the County within seven (7) business days of the OM's receipt of the invoice. The AFP will consist of the OM's recommendation for payment, the Debris Removal Contractor(s) invoice (in a format per ESF3 Finance & Admin direction), and associated load tickets or other backup documentation.

The AFP is reviewed by the OM and the ESF3 Finance and Administration Chief. County fiscal staff, under the direction of the ESF3 Finance and Admin Chief, review and validate the invoice and issue a check request to the Clerk of Court for payment to the Debris Removal Contractor(s). This process shall be completed within 45 days per Florida Statutes governing prompt payment.

7. Debris Removal Contractor Operations

The DM or his authorized representative will be in contact with the firm(s) holding pre-event debris removal contracts and advise them of impending conditions. The pre-event contract is to provide for a qualified Debris Removal Contractor(s) to remove and lawfully dispose of all disaster generated debris, excepting municipal solid waste and industrial or commercial hazardous waste - depending upon FEMA eligibility of such wastes. Debris removal is limited to unincorporated County streets, roads, and other rights-of-way based on the extent of the disaster and includes all debris brought to the edge of the right-of-way by residents within designated Debris Zones.

The Debris Removal Contractor(s), upon Notice to Proceed, will mobilize such personnel and equipment necessary to conduct all debris ROW removal and disposal operations pursuant to their debris contract. All Debris Removal Contractor(s) operations will be subject to review by the DM and OM.

The Debris Removal Contractor(s) will make multiple scheduled passes of each site, location, or area affected by the disaster according to assigned Debris Zones. This manner of debris removal will allow residents to return to their properties and bring all debris to the edge of the ROW adjacent to their property. The number and schedule of passes shall be as directed by the OM. Sufficient time will be scheduled between subsequent passes to accommodate reasonable recovery by residents in the affected areas. Schedules will be provided to the PIO for publication and notification by the news media and other means.

NOTE: Debris will not be picked up from private property, private streets, or gated communities unless approved by the FEMA Public Assistance Officer. See page 40.

The Debris Removal Contractor(s) will operate the TDSRS(s) made available by the County and provided by others. The Debris Removal Contractor(s) will be responsible for all site setup (including monitoring towers, sanitation facilities, office trailer, etc.), site operations, and rodent control, and closeout and remediation costs. The Debris Removal Contractor(s) is also responsible for the lawful disposal of all debris reduction by-products their operations may generate at a TDSRS.

The OM will assist the DM by monitoring the Debris Removal Contractor(s)'s performance for debris recovery operations in each Debris Zone. The OM will provide Area Inspection Teams consisting of Debris Monitoring Consultant and County personnel. The Field Inspection Teams will monitor all Debris Removal Contractor(s) operations.

The Debris Removal Contractor(s) will keep the OM informed of cleanup progress and any problems encountered or expected.

All HHW should be segregated at curbside. However, small amounts of HHW may be mixed in with material stored at a TDSRS. Therefore, the Debris Removal Contractor(s) must be prepared to place any HHW in a separate enclosed and lined area for temporary storage. The

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Debris Removal Contractor(s) will report any accumulation of HHW at the TDSRS to the OM staff. The OM staff will ensure the County's contracted Hazardous Waste Contractor is contacted for proper removal and disposal.

The Debris Removal Contractor(s) will restore the TDSRS to its original condition so that it does not impair future land uses. All sites are to be restored to the satisfaction of the OM.

8. Monitoring Staff and Assignments

A. Loading Site and Disposal Site Quality Assurance Monitors

Loading Site and Disposal Site Quality Assurance Monitors (QAs) will be provided by the Debris Monitoring Consultant. The Loading Site QAs will be assigned to each Debris Removal Contractor(s) loading site within designated areas of a Debris Zone. The Loading Site QA will initiate the paper load ticket (see Attachment 6), which verifies the debris collected is eligible under the terms of the debris contract. Disposal Site QAs will be stationed at all TDSRSs and landfill disposal sites for the purpose of verifying the quantity of material being hauled and disposed by the Debris Removal Contractor(s) through the use of debris load tickets.

The Debris Removal Contractor(s) shall construct and maintain at each TDSRS and other disposal sites an inspection tower. The inspection tower will be large enough for three (3) people and have portable sanitary facilities located nearby. The Debris Removal Contractor(s) will construct the inspection towers to have a complete view of the load bed of each type of equipment utilized to haul debris.

A Disposal Site QA will be located at each inspection station to verify the load and estimate the volume in cubic yards. The Disposal Site QA will estimate the cubic yards of debris in each vehicle entering the TDSRS or landfill disposal site and record the estimated quantity on pre-numbered debris load tickets. The Debris Removal Contractor(s) will invoice based on the number of cubic yards of material deposited at the TDSRS or landfill as recorded on the debris load tickets.

The Debris Removal Contractor(s) will be paid based on the number of cubic yards of eligible debris hauled per truckload as set forth in the Contract. Payment for hauling debris will only be approved based upon the debris load tickets corresponding to the Debris Removal Contractor(s)'s invoice.

B. Primary Zones Inspection Teams

The OM, with the assistance of the Solid Waste Service Unit Managers and the DM, will have designated primary Zone Inspection Teams that will be responsible for reviewing all Debris Removal Contractor(s) debris removal and disposal operations. The Zone Inspection Teams will routinely inspect their Debris Zones and, in support of the (lead debris agency), will periodically inspect TDSRS operations. Each Zone Inspection Team will submit a written report to the OM outlining their observations with respect to clean-up status and overall operations and make recommendations for consideration.

Debris collection passes shall be reviewed by the Zone Inspection Teams in order to assure area cleanup. Ideally, first pass will be completed for the majority of the areas in a Primary Debris Zone before second pass is initiated, third pass, etc.

The Solid Waste Service Unit Managers will have final sign-off rights for areas cleared in their Primary Debris Zones.

SECTION VI: DEBRIS MANAGEMENT SITES

1. Site Management

The County recognizes the economic benefits of debris volume reduction and will realize this benefit through the use of local temporary debris staging and reduction (TDSR) sites for processing clean woody debris. The County has identified pre-designated vegetative TDSR sites for the sole purpose of temporarily staging and reducing clean woody debris through either grinding or burning. All mixed debris will be hauled directly to a permitted landfill.

Debris Removal Contractor(s) or County staff will operate the TDSR sites made available by the County. The Debris Removal Contractor(s) will be responsible for all site setup, site operations, rodent control, closeout, and remediation costs at each site. The Debris Removal Contractor(s) will also be responsible for the lawful disposal of all by-products of debris reduction that may be generated.

The Debris Removal Contractor(s) will restore the TDSR site as close to the original condition as is practical so that it does not impair future land uses. All sites are to be restored to the satisfaction of the DM with the intent of maintaining the utility of each site.

It is important to note that all material deposited at TDSR sites will eventually be taken to a properly permitted landfill for final disposal. Under certain circumstances, DM may direct Debris Removal Contractor(s) to bypass TDSR sites and approve the hauling of debris directly to a properly permitted landfill for disposal.

While residents will be encouraged to segregate household hazardous waste (HHW) at curbside, small amounts of HHW may be mixed in with material deposited at the TDSR sites. Therefore, the TDSR Debris Removal Contractor(s) must be prepared to place any HHW in a separate enclosed and lined area for temporary storage and must report any accumulation of HHW at the TDSR site to the Debris Coordinator located at the DMOC who will make arrangement to have the HHW removed and properly disposed of.

Site Manager:

In order to expedite the implementation of TDSR site operations, the Contractor must provide personnel on-site prior to a projected disaster event to carry out any activities necessary to assure that the TDSR sites will be ready when needed. Actual preparation of the TDSR sites must begin within 24 hours of receipt of the Notice-to Proceed and the sites must be fully operational not more than 5 days thereafter.

Monitoring Staff and Assignments:

Disposal Site Monitors will be provided by Road Department and will be located at both TDSR sites and landfill sites as identified by the DMOC during the recovery process. The Disposal Site Monitor's primary function is to ensure that debris load quantities are being properly estimated and recorded on pre-printed load tickets.

Safety Personnel:

The contractor will be responsible for developing a TDSR sites safety plan and staff to enforce all safety requirements

2. TDSRS Establishment and Operations Planning

A. Permits

The County, in conjunction with the Debris Removal Contractor(s) and Debris Monitoring Consultant, will select TDSR sites, which are generally free of significant environmental constraints. Additionally, and will coordinate the TDSR site selection with the Florida Department of Environmental Protection (DEP) on issues concerning air, water and solid and hazardous waste. The County, in conjunction with Debris Removal Contractor(s) and Debris Monitoring Consultant, will secure any necessary permits for the operation of the

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TDSR sites. The County or Consultant will handle all contact with DEP or other State and Federal agencies. The Consultant and Contractor(s) will refer any contact by these agencies to the County Manager.

Nonetheless, the Consultant and Contractor(s) must be aware of, and abide by, the conditions of any permits under which he/she must operate. The Consultant and Contractor(s) is responsible for knowing the applicability and requirements of all applicable environmental laws and regulations that could pertain to the operation of TDSR sites.

The Consultant and Contractor(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to his/her activities. Such costs might include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; third-party claims imposed on the County by any regulatory agency or by any third party as a result of noncompliance with Federal, State, or Local environmental laws and regulations by Contractor, his/her subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.

B. Locations and Site Layouts

Potential debris zones are shown in Figure 6. Where warranted by the circumstances of the event and the volume of debris generated, a TDSR site will be established in each zone.

C. Site Preparation and Baseline Data:

Unless specifically directed otherwise by the county, site setup must commence as soon as possible after the disaster event has subsided, but no later than 24 hours from the time that the Notice-to-Proceed is issued by the County. All TDSR sites must be fully operational with 5 days of the Notice-to-Proceed

The Contractor must prepare each site for operation by installing the following features:

- Perimeter fencing
- Construction entrances including gates
- Built-up aggregate access roads
- Drainage and storm water retention features (where applicable) Erosion and sediment control fencing
- Construction of an inspection tower
- Operations trailer
- All other site improvements necessary for the safe, efficient, economical and environmentally acceptable operation of the sites.

The Contractor must construct berms or provide suitable secondary containment around all non-truck mounted fuel storage tanks, hazardous wastes and stockpiled ash to prevent runoff of these materials into adjacent ditches and surface waters.

The Contractor must collect and test soil and groundwater samples at each TDSR site in areas designated for storm water retention, ash storage, vehicle maintenance, fuel dispensing operations and any areas where hazardous substances and petroleum products are or might be generated, stored or used. Sample locations must be coordinated with the County prior to acquisition. Samples must be tested for Total Petroleum Hydrocarbons (TPH) and Resource Conservation and Recovery Act (RCRA) metals. The Contractor must secure independent laboratory analytical tests for the referenced substances tested and provide the results to the County prior to the commencement of operations at the TDSR sites.

NOTE: Recommend that ASTM E-1527 - 05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process be consulted to determine extend of testing

Within the limits of or adjacent to the TDSR sites there may existing underground electric, telephone and television cables and conduits, gas, water and sewer utility lines which cannot be located from existing data. It is responsibility of the Contractor to determine their exact location and to carry out his/her work carefully and skillfully so as to avoid damage to them. The County may elect to provide this information to Contractor in advance. In any case, Contractor shall ensure the locations of such utility installations are adequately marked.

All temporary utilities including sewage disposal and potable water must be provided by the Contractor.

The contractor must provide signs at each of the TDSR site in accordance with County specifications and contain the following information:

- Contractor's superintendent's name, address and local 24-hour telephone number
- Name, address and telephone number of the County representative to contact in case of an emergency

The Contractor must develop and provide to the County the following materials prior to start-up:

- Site layout plan
- Proposed operating procedures Site/operations safety plan

When all TDSR sites preparations are completed, the Contractor must notify the County Debris Manager who will inspect the site and approve the site for commencement of TDSR sites operations.

D. Debris Reduction Methods

It is anticipated that the County will mulch all vegetative storm debris. The Debris Removal Contractor(s) will process the vegetative debris using tub grinders at each TDSRS. Reduction operations will start as early as practical following the TDSRS receiving vegetative storm debris.

It is also assumed the County will use its existing contract with its yard waste processing/hauling contractor to process debris and transport mulch from (name of yard waste facilities) yard waste facilities to a final disposal facility.

The contractor will operate each TDSR site in an effective and efficient manner for such time as the County Debris Manager deems necessary. TDSR sites may operate on a 24-hour, 7-day basis unless otherwise directed by the County to prevent undue impact on nearby residents.

The contractor must operate such equipment as is necessary to efficiently reduce by mechanical means or incineration all materials deposited at the TDSR site. The Contractor must segregate all debris in accordance with the method of processing and potential for recycling and its ultimate disposal. The Contractor must separate and contain all hazardous wastes for pick up and disposal by the County's hazardous waste contractor. Comestible garbage shall be separated and contained for pick-up by the County's designated hauler.

The Contractor must staff the TDSR sites with sufficient personnel to ensure the waste stream segregation and processing operation does not reduce the capacity to remove debris from County streets in a timely manner. The operation of each TDSR site must conform to these specifications and any permits issued for the TDSR. The Contractor is responsible for all site and worker safety issues.

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The Contractor must make every effort to control the nature of the material allowed into the TDSR site, with the objective being to have only clean woody debris brought to and deposited in the TDSR site. To the extent practicable the Contractor must prevent hazardous materials, C&D materials, and comestible garbage from being brought onto the TDSR site. Contractor must segregate hazardous materials and comestible garbage, when discovered, for pick-up and disposal by the County's designated haulers. All materials brought to the TDSR site by vehicles under Contractor's control but not accepted at the TDSR site must be disposed of by the Contractor at an approved landfill or by other legal means of disposal.

The Contractor is responsible for monitoring the temperature of stockpiled mulch at least twice daily to detect hot spots resulting from natural microbial decomposition. Upon finding a hot spot the Contractor must mechanically mix the affected mulch to cool it down and avoid creating a fire hazard. The Contractor must secure the services of an independent laboratory to sample and test any ash generated from burning prior to its lawful disposal. Copies of all documents pertaining to the disposition of the ash (e.g., analytical results, shipping manifests, certificates of destruction) must be submitted to the County.

The Contractor must, to the extent practicable, separate hazardous waste and asbestos from all woody and structural debris that is to be further processed, reduced, recycled or burned. Segregation of asbestos from curbside debris planned for direct disposal at a landfill will not be required.

The Contractor must operate the TDSR sites in such manner as to minimize the possibility of infestation by rodents, other vermin and insects and to minimize the potential for attracting birds and wildlife. The Contractor will be responsible for proper and safe application of rodenticide and insecticide as a precautionary tactic to minimize the potential for infestation. Additional applications of such materials shall be made as necessary to eradicate infestations. All sites and work areas will be subject to inspection and monitoring by County health and safety personnel.

The Contractor will be considered the owner of all debris brought to a TDSR site. The Contractor must remove or arrange for the removal and final disposal of all debris brought to the TDSR sites. Options include but are not limited to sending the material to an authorized and properly permitted disposal area, recycling facility or resale entity. The Contractor must maintain records for all materials, including processed debris, residue, and hazardous materials, being transported from the TDSR sites to disposal or recycling facilities. The Contractor must secure an EPA Identification Number prior to the lawful disposal of any ash determined to be hazardous based on analytical results. Copies of this documentation must be provided to the County Debris Manager for his/her review.

The Contractor must assume possession of all processed debris and may dispose of such debris in a manner that creates income for the Contractor. Reduction and disposal of the debris is the sole responsibility of the Contractor.

E. TDSRS Closure

The contractor will be responsible for preparing and closing out a TDSR site in accordance with specifications in the Debris Removal and Disposal Contract.

The Contractor must restore all TDSR sites to their original condition to the extent feasible or to the satisfaction of the County Debris Manager. Unless otherwise directed by the County, all improvements (e.g., fencing, haul roads, trailers) must be removed. The Contractor must reestablish grades (i.e., roads, and ditches) throughout each TDSR site. The Contractor must request and participate in site inspections by the County for final approval of all site closure and restoration activities.

The Contractor must complete soil and groundwater closure sampling and testing in the areas described in the baseline sampling information. The same tests must be completed as were

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performed prior to commencing with TDSR site operations (TPH and RCRA Metals). The analytical results must be provided to the County prior to closure of each TDSR site. Areas found to be contaminated above the baseline values must be remediated by the Contractor. The Contractor is regarded as the generator of such contaminants for the purposes of Federal environmental statutes.

3. County Landfill.

Jefferson County does not maintain a Class 1 landfill. The county transfer station is located at 8639 Landfill Road, Monticello.

The Debris Removal Contractor(s) shall be provided a list of potential C&D facilities and disposal sites to contract with directly.

OM will provide QA monitors at the final disposal locations in order to issue final disposal debris load tickets.

4. Hazardous Waste (HW) / Household Hazardous Waste (HHW) Collection and Disposal

A. Residential Household Hazardous Waste

The SWMD may open an HHW collection sites where residents may deliver their HHW and electronics. Operating days and hours will depend on the severity and/or location of the affected areas.

Materials accepted include paint, solvents, pool chemicals, hobby and craft supplies, lawn and garden chemicals, computers, stereos, televisions, etc. Collections are for residents only - NO chemicals or electronics will be accepted from commercial interests.

Hazardous Waste and electronics collected by the Debris Removal Contractor(s) will not be accepted at these sites. The Debris Removal Contractor(s) may utilize the County's contracted hazardous waste contractor for hazardous waste collection, packaging, storage, and disposal at the County's contracted rates.

Contact: Jefferson County Solid Waste Department

Telephone: 850-342-0184

B. Commercial/Industrial Hazardous Waste

The primary responsibility for coordinating hazardous materials during a County declared state of emergency rests with the Jefferson County Fire Department.

Contact: Fire Rescue - Jefferson County Fire Department

Telephone: 850-342-0178

For hazardous material releases, referrals should be made to the ESF #10 coordinator at the State EOC (850) 921-0223 or the State Warning Point at (800)320-0519.

Commercial/Industrial hazardous waste generators wishing to dispose of hazardous materials prior to or after a disaster event may utilize the County's contracted hazardous waste contractor for hazardous waste collection, packaging, storage, transport, and disposal at the County's contracted rates services. Hazardous materials may be delivered directly to the contractor's business location.

Contact: US Ecology

Telephone: 1-800-592-5489

5. Recycling

The county operates {thirteen} Community Collection Centers for the drop-off of recyclables. These are co-located with solid waste collection sites. The Community Collection Centers may

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be used to dispose of collectible items by those residential customers and non-Collectible items by non-residential customers.

Jefferson County Recycling Center(s) AND HOUSEHOLD TRASH

Solid Waste Main Office 1591 South Waukeelah Street at US 19	
HOUSEHOLD TRASH	
Aucilla 1171 South Salt Road	Nash Road 1389 Nash Road (158 B)
Bassett Dairy Road 30 Bassett Dairy Road	New Monticello 405 New Monticello Road
Fulford Road 2576 Fulford Rd	Pinckney Hill 6640 Ashville Highway
Lamont 9939 South Salt Road	Wacissa 10705 Gamble Road
Lloyd 8540 Old Lloyd Road	

SECTION VII: CONTRACTED SERVICES

The County Manager's Office manages a centralized procurement system that:

- Purchases all goods and services
- Disposes of salvage and surplus materials
- Uses procurement skills and technology that results in high quality and cost-effective services for all County departments partnering to deliver first class services to the citizens

The County Manager's Office is located at 445 W. Walnut Street, Monticello, Florida 32344.

SECTION VIII: PRIVATE PROPERTY DEMOLITION AND DEBRIS REMOVAL

1. Private Property Debris Disposal and Demolition

Disaster generated debris on non-commercial private property must be moved to the curb or right-of-way of a County maintained street by the property owner before it can be disposed of at public expense. Private contractors hired by the County cannot enter and remove debris from private property without a signed right-of-entry/hold harmless agreement executed by the County. Debris on commercial private property will not be placed at the curb and must be removed at the owner's expense.

Debris removal on private property will be conducted in compliance with Section 15-1 of the Jefferson County Code of Ordinances.

NOTE: Before a Right of Entry/Hold Harmless agreement is implemented the legal responsibility must accrue to the local government by the local government invoking its policing powers as required to abate an immediate threat to life, public health or safety. When the local government has acted according to its own laws, ordinances or codes to remedy the immediate threat to life, public health or safety on private property, then the work may become eligible for reimbursement under the FEMA Public Assistance Program. See Attachment 7 for detailed guidance.

Debris removal and disposal from "Gated Communities" is the responsibility of the Homeowner's Association. The County may push debris from the roadway to open a single lane within the Gated Community to provide access for fire and medical response units.

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However, Homeowner's Associations must make arrangements with private contractors to have debris removed and hauled to a legal disposal site.

NOTE: The County or its private contractors will not remove debris from private property, gated communities, or private roads unless approved by the FEMA Public Assistance Officer. A listing of private streets is at Attachment 5. See Attachment 7 for detailed guidance.

Dangerous structures are the responsibility of the owner to demolish and remove at the owner's expense in order to protect the health and safety of adjacent residents. However, experience has shown that unsafe structures often will remain in place due to lack of insurance or absentee landlords. Care must be exercised to ensure that the DM properly identifies structures listed for demolition.

The DM and County Manager will coordinate with the State Public Assistance Officer, the FEMA Public Assistance Officer, and State Historic Preservation Officer regarding:

- Demolition of private structures; removing debris from private property.
- Local law and/or code enforcement requirement; Historic and archaeological sites restrictions.
- Qualified environmental contractors to remove hazardous materials such as asbestos and lead-based paint; and
- Execution of Right-of Entry/Hold Harmless agreements with landowners.

2. Condemnation Criteria and Procedures

The County will comply with its normal condemnation procedures if it assumes the responsibility to demolish structures following a major disaster. This normally requires a building safety official to contact the homeowner and assess and determine building structural integrity.

The normal building safety assessment should be used for the disaster condemnation criteria as well. Typically, any building or structure may be condemned if the building official determines that it represents a hazard to the health and safety of the public or poses a threat to public Rights-of-way. Following that determination, the applicant would then initiate condemnation proceedings.

Owner notification and condemnation hearings should be held in order to give the property owner time to correct the threat without government action. In some cases, liens may be secured in order to enforce the condemnation order. If the County performs the work, executing liens against the property allows the County to recoup the costs of demolition and debris removal from the property owner.

The County's normal procedures that require multiple notices to property owners, condemnation hearings, and liens may be expedited in the event of a catastrophic disaster that causes a high concentration of debris on private property over a widespread area presenting an immediate health and safety hazard.

The planning staff should review the condemnation criteria laws, regulations, legal notices, forms, and procedures before implementing condemnation proceedings.

A. Legal Documentation for Demolition

The County will implement standard procedures that apply to its condemnation process. During the planning process, the County legal counsel should review and update any documents for inclusion within the plan.

The following is a general list of documents that may be included in the plan.

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Verification of ownership ensures that the proper site and owner are identified, and the owner is aware of nature of the scheduled building assessment.

A right-of-entry form is signed by the homeowner and allows the building official to enter the property to complete the assessment. It should contain a hold harmless agreement that Documents the property owner's promise that he or she will not bring legal action against the County if there is damage or harm done to the property.

Building official assessment is the documentation of the damage to the structure and the description of the threat to public health and safety. This assessment should contain the building official's determination as to whether the structure should be condemned and whether it should be repaired or demolished. This may be an official structural assessment.

Verification of insurance information allows the County to pursue financial compensation if the property owner's homeowner insurance policy covers demolition and debris removal.

Archeological review outlines the archeological low-impact stipulations for demolition and debris removal activities and highlights the implications for the County if they fail to comply with the guidelines.

Environmental review ensures that adverse impacts to protected environmental resources are minimized or avoided when removing debris from the proposed site. These reviews should be acceptable to the appropriate resource agency. Wetlands and other water resources, hazardous materials, and endangered species habitats are among the resources of most frequent concern. Check to see if the State requires the evaluation or assessment of impacts to natural resources.

State Historic Preservation Officer (SHPO) review confirms that SHPO has been notified and correspondence has been received absolving the area of any historic significance.

Photos that show the disaster-damaged condition of the property prior to the beginning of the demolition work. This is generally one or more labeled pictures that confirm the address and identified scope of work on the property. If it is determined that a structure needs to be demolished, additional documentation may be required, not only for the County's legal protection, but also for the public's health and safety during the demolition and debris removal operations.

Letter or notice of condemnation is a document signed by the building official that outlines the specific threat to public safety and health.

Notice of demolition is issued to inform the property owner when the demolition will begin; notices shall be posted so as to provide a reasonable period of time in order for personal property to be removed. The County should attempt to notify the property owner, if not already contacted, through direct mail and local media.

Notice of intent to demolish is normally for the public health and safety of the neighboring residents. This notice is conspicuously posted on the structure to be demolished.

B. Demolition Permitting

Applicants may have a demolition permitting process in place. The planning staff may want to use those demolition permit requirements during a disaster-related demolition project. Common requirements for obtaining a demolition permit include a demolition plan, public notification, inspection requirements, and a hazardous waste report the demolition strategy may require the following information:

Site map, to scale. Showing the site with all structures and other features of interest.

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Site ingress and egress showing the fronting streets and planned route for the project. This may also include a movement of traffic strategy. Normal traffic will need to be diverted into other lanes.

Site preparation documents illustrate any pre-demolition work that may be required.

Examples include erosion control, vegetation removal, or utility pole adjustments.

Staging strategies show the sequence of events prior to during, and after demolition of the Structure.

Hazardous waste handling requirements detail if contents of the structure require dust suppression or wet demolition. These provisions also describe how hazardous waste or environmentally sensitive materials will be handled or disposed. This includes HHW and white goods. Asbestos requires specialized removal, handling, and disposal personnel and permits. Special documents or strategies may be required if the demolition of the building involves shoring, stabilizing structures, or any other special circumstances that may jeopardize another structure or the public's health and safety. Once it has been established that the building is to be demolished and the required processes are underway, a notification to demolish notice is posted on the building.

C. Inspections

The County should conduct regular inspections of demolition sites a few days prior to, the day of, during (occasionally), and upon completion of the operations. Inspectors should take photographs at each site visit for their records. These inspections and verifications generally include the following:

Water and sewer/septic tank inspection to verify the utilities have been terminated and isolated from the proposed sphere of influence during the demolition operations. The inspector should verify that all other utilities have been terminated during the same visit.

Occupancy inspection is conducted immediately prior to demolition to ensure that no one is physically in the building.

Open void inspection is performed if the structure has a basement that is to be filled.

This inspection will be conducted once the above-grade structure is gone and the inspector can visually see the entire below-grade excavation.

Post-demolition inspection is completed once the structure is demolished, the debris is removed, and the site graded. The County should require that a hazardous materials report be submitted to the State environmental protection agency. This report normally includes a description of any hazardous material that was found in the building, the means and measures to collect it, and the final disposal location of the hazardous waste

D. Demolition of Private Structures

The following procedures will be implemented should the need arise to enter private property and demolish private structures made unsafe by disasters to eliminate immediate threats to life, public health, and safety. In some cases, the costs of performing demolition of private structures may be eligible for Public Assistance grant funding. Typically the demolition of private structures to eliminate immediate threats is authorized under Section 403(a)(3XE) of the Stafford Act.

FEMA will consider alternative measures to eliminate threats to life, public health, and safety posed by disaster-damaged unsafe structures, including fencing off unsafe structures and restricting access, when evaluating requests for Public Assistance grant funding for demolition work. The Public Assistance staff must also concur that the demolition of unsafe structures and removal of demolition debris are in the public interest. The demolition of unsafe privately-owned structures and subsequent removal of demolition debris may be eligible when the following conditions are met:

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The structures were damaged and made unsafe by the declared disaster and are located in the area of the disaster declaration.

The applicant certifies that the structures are determined to be unsafe and pose an immediate threat to the public. An unsafe structure is a non-commercial or non-industrial structure that threatens the life, health or safety of the public because the structure is so damaged or structurally unsafe that partial or complete collapse is imminent. This certification may be made by the State or local government's building inspector and may be based on a structural assessment in accordance with local ordinances and building codes.

The applicant has demonstrated that it has legal responsibility to perform the demolition. Similar to private property debris removal, the applicant must demonstrate its authority and legal responsibility to enter private property to perform demolition of unsafe structures. The legal basis for this responsibility must be established by law, ordinance, or code at the time of the disaster and must be relevant to the post-disaster condition representing an immediate threat to life, public health, and safety, and not merely define the applicant's uniform level of services;

A legally authorized official has ordered the demolition of unsafe structures and removal of demolition debris.

The applicant has indemnified the Federal government and its employees, agents, and contractors from any claims arising from the demolition work; and

The demolition work is completed within the completion deadlines outlined in 44 CFR §206.204 for emergency work. Additional information on the general eligibility of demolition of private structures may be found in Appendix G, FEMA DAP9523.4, and Demolition of Private Structures.

E. Eligible Demolition Costs

Eligible costs associated with the demolition of private structures may include, but are not limited to:

Capping wells.

Pumping and capping septic tanks.

Filling in basements and swimming pools.

Testing and removing hazardous materials from unsafe structures including asbestos and household hazardous wastes.

Securing utilities (electric, phone, water, sewer, etc.).

Securing permits, licenses, and title searches. Fees for permits, licenses, and titles issued directly by the applicant are not eligible unless it can be demonstrated that the fees are above and beyond administrative costs; and/or demolition of disaster-damaged outbuildings such as garages, sheds, and workshops determined to be unsafe.

F. Ineligible DEMOLITION costs:

removal of slabs or foundations, except in very unusual circumstances, such as when disaster-related erosion under slabs on a hillside causes an immediate public health and safety threat; and/or

Removal of pads and driveways.

Structures condemned as safety hazards before the disaster are not eligible for demolition and subsequent demolition debris removal under Public Assistance grant authority. Individuals and private organizations (except for eligible Private Non-profits) will not be reimbursed for demolition activities on their own properties under the Public Assistance Program.

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G. Documentation for Demolition

In order to receive reimbursement of eligible demolition costs, applicants should provide documentation of applicable legal processes and scopes of work performed, similar to the private property debris removal process described above. Specifically, this includes:

Rights-of-entries; Photos of the structures.

Structural assessments, or other certifications that the structures are determined to be unsafe or pose an immediate threat to the public, based on local ordinances or building codes;

Notices of demolition; and

Documentation of environmental and historic review.

All documentation should be consistent with the requirements of applicable Federal, State, and local laws and regulations governing demolition of private structures. Additional documentation may be required by Public Assistance staff on a case-by-case basis to demonstrate eligible work performed and compliance with applicable Federal, State, and local laws and regulations.

H. Commercial Property

The removal of debris from commercial property and the demolition of commercial structures are generally not eligible for Public Assistance grant funding. It is assumed and expected that these commercial enterprises retain insurance that can and will cover the cost of debris removal and/or demolition. However, in some cases as determined by the Federal Coordinating Officer, the removal of debris from private commercial property and/or the demolition of private commercial structures by a State or local government may be eligible for FEMA reimbursement only when such removal is in the public interest. Industrial parks, private golf courses, commercial cemeteries, apartments, condominiums, and mobile homes in commercial trailer parks are generally considered commercial property.

I. Mobile Home Park Procedures

Higher density situations, specifically mobile home parks, create an extensive amount of mixed debris in a relatively small area. The planning staff should consider the same procedures for individual sites as a basis to be used in mobile home parks but should expect a more intense operation in all accounts of the operation. The most complex aspect of the operation will be documenting legal responsibility within the parks. Sometimes the mobile home park site is owned, operated, and maintained by one or more parties. The individual homes may be owned by one of those same parties or by the individuals that occupy the structures. As part of the planning exercise, the planning staff should investigate the legal responsibility for debris issues within the mobile home parks within the County. The County should coordinate the potential private property debris removal and demolition operations with the park owners in order to expedite recovery after an event. Agreements need to be made with respect to the debris collection, location, separation of materials, and the amount of debris expected to be handled.

3. Navigation Hazard Removal Procedures

Damage to publicly owned marinas caused by a major disaster can include abandoned sunken boats and other debris that may impede navigation. The procedures used for individual sites may be modified for this situation. The County should coordinate with US Coast Guard, the State marine patrol, other local government agencies, legal counsel, marine salvage contractors, commercial divers, and certified surveyors to ensure that navigation hazards are removed safely and efficiently. The two main challenges with navigation hazards are locating the debris and finding legal owners. Marinas can be inspected visually by a helicopter or boat. Sonar or dive teams may need to be employed for submerged vessels. A location or flotation marker may be

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helpful in order to keep vessel positions documented. The legal owner's information may be obtained by using the vessel's registration number and marina records.

SECTION IX: PUBLIC INFORMATION PLAN

1. Public Information Officer

A PIO should be assigned to the DMOC to develop a proactive debris information plan. Emphasis should be placed on actions that the public can perform to expedite the cleanup process.

2. Pre-scripted Information

Flyers, newspapers, radio, County Web site, and TV public service announcements will be used to encourage public cooperation for such activities as:

- Separating burnable and non-burnable debris.
- Segregating Household Hazardous Waste (HHW).
- Placing disaster debris at the curbside.
- Keeping debris piles away from fire hydrants and valves.
- Reporting locations of illegal dump sites or incidents of illegal dumping.
- Segregating recyclable materials; and disseminate debris route clearing and pickup schedules through the local news media, and Web postings.

SECTION X: WEAPONS OF MASS DESTRUCT/ON/TERRORISM EVENT

The first local emergency responder to arrive at the scene of an emergency situation will implement the Incident Command System (ICS) and serve as the Incident Commander until relieved by a more senior or more qualified individual. The Incident Commander will establish an Incident Command Post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.

For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites are identified, an incident command post may be established, and direction and control for the response transitioned to the Incident Commander.

The handling and disposal of debris generated from a Weapons of Mass Destruction (WMD) or terrorism event will exceed County and County capabilities. Therefore, the Incident Commander will implement the Incident Command System and will request immediate State and Federal assistance.

Normally, a WMD or terrorism event will, by its very nature, require all available assets and involve many more State and Federal departments and agencies. The nature of the waste stream as well as whether or not the debris is contaminated will dictate the necessary cleanup and disposal actions. Debris handling considerations that are unique to this type of event include:

Much of the affected area will likely be a crime scene. Therefore, debris may be directed to a controlled TDSR site by the Incident Commander or Federal law enforcement officials or further analysis.

The debris may be contaminated by chemical, biological, or radiological contaminants. If so, the debris will have to be stabilized, neutralized, containerized, etc. before disposal. In

Such an occurrence, the operations may be under the supervision and direction of a Federal agency and one or more contractor's specialty retained by that Federal agency.

The presence of contamination will influence the need for pretreatment (decontamination), Packaging, and transportation.

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The type of contaminant will dictate the required capabilities of the personnel working with the debris. Certain contaminants may preclude deployment of resources that are not properly trained or equipped.

The County Debris Manager will continue to be the single point of contact for all debris removal and disposal issues within the County following a WMD event. However, coordination will be exercised by the County Debris Manager through the Incident Commander located at the designated Incident Command Post.

In this type of event, the County Debris Manager and the DMOC staff will become supporting elements to the U.S. Army Corps of Engineers and will operate as requested by the USACE WMD Emergency Response Team.

Attachment I: Disaster Debris Program Management**STANDARD OPERATING PROCEDURES*****Prior to Landfall (Transition from Phase II to Phase III)***

At the earliest possible time before landfall of a predicted hurricane, the Debris Monitoring Consultant's debris management staff (DMS) key personnel should be placed on-call for different mobilization schedules and regimens for different categories of storms. Contact information for the DMS and Operations Manager (OM) should be compiled and distributed to the local government. Arrangements for communication during and immediately after the hurricane landfall are essential. At a minimum, OMS shall have individual cell phones and at least one satellite phone will be available for use. Debris assessment spotters should be strategically deployed throughout the County and use the same damage assessment key for categorizing damage and debris.

The Debris Removal Contractor(s) shall be contacted and placed on stand-by status depending upon the forecast path and category of the storm, they may be requested to report to ESF HQ. QA monitors shall be contacted for availability and placed on stand-by for deployment. The environmental team responsible for monitoring the Temporary Debris Storage and Reduction Sites (TDSRSs) shall prepare to survey the sites and establish a baseline, prior to use by the Debris Removal Contractor(s).

Disaster Debris Operations Management: Daily Operations Phase III and Phase IV

For Phase JJJ - TIME AND MATERIALS PERIOD APPLY THE FOLLOWING:

Scan and enter data from Time and Materials forms and Equipment Certification forms that have been completed by the QA Monitors in the field, into the database.

Prepare reconciliation report for contract management and Debris Removal Contractor(s). File copies of the reconciled reports for contract management and FEMA.

File copies of the Equipment Certification forms: (Master binder, FEMA binder)

Please note: Time and Materials forms and Equipment Certification forms are used for a limited duration at the beginning of an event. These documents are to be entered daily and reconciled with the appropriate contract unit price categories. Ideally Debris Removal Contractor(s) and the County should agree on forms and all equipment and prices prior to the event.

Disaster Debris Management Staff {DMS} Responsibilities & Duties {Phase III and IV}

Responsible for communicating with the ESF #3 Director and others in local government, managing the debris contract(s), communicating with the Debris Removal Contractor(s), and state and federal representatives and providing reports, summaries, and analysis of daily activities associated with the debris operation. The OMS 1s task with environmental oversight of the TDSRS(s) including permitting issues, daily operations, and final restoration. Daily responsibilities are listed below:

Prepare daily status report that addresses:

Number of cubic yards collected the previous day

By contractor

By TDSRS

By local government forces by franchise hauler

At community drop off

Total cubic yards collected to date

Locations where debris was collected (or 100% cleared) by debris crews for the previous day.

GIS Maps

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GPS and reverse geo-code addresses
 Parks, government agencies, public facilities
 Status updates from Debris Removal Contractor(s), by phone or arranged meeting.
 Number of trucks and crews operating that day Issues or problems
 Complaint referrals
 Damage referrals or updates
 Monitoring issues
 TDSRS issues
 Overall status of geographic area
 Daily briefings to the DM and/or the local government staff as required.
 Weekly (daily if appropriate) reconciliation of Debris Removal Contractor(s) time and materials and load ticket invoices.
 Review invoice and backup with Debris Removal Contractor(s)
 Reconcile invoice with database records
 Provide AFP to County for payment

Based upon the storm category, up to 3 teams (or shifts) could be used to provide DMS services. Responsibilities include data management, document management, quality assurance (QA), quality control (QC), data assimilation, database management, and reports. The OMS and local government will task a second and possibly a third shift of OMS staff with data entry of the debris load tickets, forms, and other pertinent documentation.

When paper debris load tickets are used OMS staff will:

Scan and enter data from the debris load tickets.
 Document any inaccuracies, missing data, and other issues with information entered on tickets for
 Operations Supervisor for immediate resolution.
 Provide summary reports of cubic yards by TDSRS, contractor, and local government forces.
 Scan and enter data from the stump and log tickets.
 Document any inaccuracies, missing data, and other issues with the information entered on tickets for Operations Supervisor for immediate resolution.
 Provide summary report of stumps by measurement category, by TDSRS, and contractor.
 Sort and file the debris load tickets in numbered sequence.
 QA/QC load ticket (e.g., legibility, completeness, etc.)
 Scan truck certifications or re-certifications into database.
 Generate daily log of certified trucks by number and cubic yards.
 Back check daily load tickets with truck certification summary log.
 File copies of certifications and list of certified truck lists in appropriate binders. (Master binder, FEMA binder)

Quality Assurance.

Review truck numbers listed on debris load tickets with list of certified trucks.
 Compare cubic yardages for each truck with certified cubic yardage.
 Document any discrepancies for Operations Supervisor.
 Back check all truck certification cubic yardage calculations.
 Prepare list of streets cleared or areas worked from the debris load tickets and/or debris clearing logs completed by monitors.
 Daily attendance logs are turned in by QA Supervisors for data entry. An attendance report is to be prepared each day. The report and originals are to be filed and retained as part of the documentation for reimbursement.

Complaint Tracking

Track all incoming complaints and serve as liaison with the County Call Center.

Debris Complaints

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DMS staff will enter incoming debris complaints into the database and compile a contractor area for distribution by the debris management team.

list sorted by

As complaints are resolved, enter the data and mark the complaint as resolved. Track the number of open complaints and coordinate with the contractor on expected date of resolution. Forward updates and resolution status to County Call Center.

Damage Complaints

Designate a staff person to administer all damage complaints. Depending on the number and severity of complaints this could be the same person handling debris complaints.

DMS staff will enter incoming damage complaints into database and compile a list sorted by contractor area for distribution 10 designated damage resolution staff.

Damage resolution staff will contact property owner, visit the site, photograph damage, take a statement, and contact the appropriate Debris Removal Contractor(s). This person (s) will be responsible for the complaint through its resolution. Status updates will be entered into the database including the final resolution.

Right-of-Way (ROW) Quality Assurance Monitoring Operations (Phase IV)

Responsibilities include debris load monitoring, load estimating, truck certifications, stump measurement, time and materials record keeping, quality assurance, and general oversight of the TDSRS. QA Supervisors and monitors begin the day at their assigned staging area or TDSRS.

Attendance Reports

QA Supervisors log out their ticket booklets and are also responsible for the daily attendance with each monitor signing in and out each day. Monitors are 10 denote their field position, for example, QA monitor, disposal site monitor, exit tower monitor, and the hours worked by position held.

At the end of each day, the QA Supervisor turns in the attendance sheet to the OM for data entry.

Ticket Assignment

QA Supervisors are responsible for tracking the tickets assigned to the QA monitors. A log is kept listing the pre-numbered tickets each QA monitor receives. These logs are to be given to the OM at the end of each day for data entry.

At the end of the project or at the end of a monitor's employment, any remaining unused tickets must be returned to the QA supervisor for reassignment.

Crew Assignment

QA Supervisors are responsible for assigning a QA monitor to each debris crew. The QA supervisor or operations supervisor will coordinate with the Debris Removal Contractor(s) to ensure sufficient monitors are available for any given day.

QA Load Site Monitoring of Debris Crews

Throughout their shift, each QA monitor will observe their assigned crew to ensure that the debris collected meets the FEMA eligibility guidelines. Monitors will issue a debris load ticket to only their assigned crews and only for the debris placed on the right of way.

Monitors will not issue a debris load ticket for materials collected on agricultural lands, private property or commercial property, unless otherwise instructed by the local government.

Any issues or problems in the field are to be reported to the QA Supervisor. Examples may include recurring problems with a specific crew cherry picking, catering private property, or leaving their assigned area to collect debris. A copy of a debris load ticket is provided as an attachment.

The QA Monitor is responsible for delivering copies of the debris load tickets to the QA Supervisor each day. This includes all voided tickets.

The QA Supervisor is responsible for delivering the completed and voided tickets and empty ticket booklets to the DMS staff for data entry.

Streets Cleared Forms

The QA Monitor is responsible for tracking all streets cleared and/or areas worked throughout the day. The QA Supervisor is to deliver these forms to the OMS staff for data entry.

Monitor Ticket Log

Jefferson County Road Department Disaster Debris Management Plan

The QA Monitor will keep a daily log noting the ticket number, truck number, street address or the nearest intersection and departure time of each load.

The QA Supervisor will deliver the log sheets to the Operations Supervisor for filing in a central location.

TDSRS Operations

The Debris Management Plan provides information on the process to establish locations of TDSRSs. The Debris Removal Contractor(s) may also provide additional TDSRS locations.

Pursuant to its contract with the County the Debris Removal Contractor(s) will be responsible for management of the TDSRS and disaster debris once the debris has been authorized for placement at the TDSRS.

Debris Removal Contractor(s) will maintain incoming disaster debris into separate manageable sections based on type (e.g., vegetative, C&D, Mixed, etc.) and also maintain an area for containment of HHW should it be collected inadvertently.

DMS will perform environmental compliance audits / inspections of each TDSRS and review the Debris Removal Contractor(s) proposed site layout plan for debris placement.

OM and/or DMS will operate from a mobile operations command tent, trailer or van.

The OM and/or QA TDSRS Supervisor will oversee the Debris Removal Contractor(s) TDSRS operations and approve the placement of the TDSRS entrance and exit towers. Each TDSRS shall have 1 QA Supervisor and 2 QA Tower monitors, but could vary depending upon activity at site.

OMS QA oversight at the TDSRS will consist of:

- Periodic quality control check of debris load tickets.
- Maintenance of a daily log/journal, which reflects any incidents that occur on site and records the name and affiliation of all visitors to the site.
- Incoming debris load classification and quantity load calls
- Minimize staging of equipment and crews from the site.
- Daily activities report summary (i.e., number of tickets, total quantity).
- H&S oversight.

Truck Certification

To haul and dispose of disaster debris a Debris Removal Contractor(s) vehicle must be certified and have a corresponding truck placard affixed to both sides of the side of the vehicle (i.e., that portion that will carry debris), and tandem DC vehicles will receive a certification and placard for each unit that carries debris.

The DM will designate a site(s) for truck certification to occur. This site may be a TDSRS and/or a TMD Service Unit.

DMS will provide a Truck Certification Team (Cert Team) that will certify Debris Removal Contractor(s) vehicles at designated sites and designated times.

The Cert Team will:

- Oversee truck certification site activities
- Measure Debris Removal Contractor(s) vehicles using a decimal measuring tape and calculate cubic yardage capacity.
- Photograph vehicle with digital camera.
- Complete and issue Truck Certification Form with corresponding Truck Placard.
- Manifest a copy of all completed Truck Certification Forms to the DM and provide input into database files.
- Perform random quality control checks of Debris Removal Contractor(s) vehicle capacity to

Jefferson County Road Department Disaster Debris Management Plan

placard.

Stump Operations

Debris Removal Contractor(s) shall not handle or collect stumps until authorized by the DM. A designated QA Stump monitor (Stump QA) will accompany each Debris Removal Contractor(s) stump crew. FEMA may also accompany the Debris Removal Contractor(s) stump crew.

There are two (2) types of stumps:

1. Hazardous Stumps - paid as a Hazardous Stump.
2. Stump Debris - paid as storm debris on a cubic yard basis.

Hazardous Stumps shall be handled pursuant to FEMA Recovery Policy RP9523.I I "Hazardous Stump Extraction and Removal Eligibility". Generally, a stump is considered a Hazardous Stump if it has a diameter greater than 24 inches and it is generated from within the right-of-way.

For Hazardous Stumps the Stump QA will:

- GPS locate each stump.
- Measure stump with forester's tape which provides a diameter measurement in tenths of a foot (decimal).
- Marie the stump with spray paint (color designated by FEMA, e.g., orange).
- Record information on the FEMA Stump Worksheet and the debris load ticket.
- Issue load ticket to Debris Removal Contractor(s) once the vehicle is full of stumps.

Stump Debris consists of all stumps that are not Hazardous Stumps and may include but not be limited to stumps less than 24 inches, stumps greater than 24 inches that have been placed in the ROW.

For Stump Debris the Stump QA will:

- GPS locate each stump.
- Measure stump with forester's tape which provides a diameter measurement in tenths of a foot (decimal).
- Marie the stump with spray paint (use different color than that
- Designated by FEMA, e.g., blue).
- Record information on the Stump Debris Worksheet and the debris load ticket.
- Use FEMA Stump Conversion Table for calculating the cubic
- Yards of the stump based upon diameter of the stump.
- Issue load ticket to Debris Removal Contractor(s) once the vehicle is full of stumps.

Leaners and Hangers Operations

Debris Removal Consultant(s) shall not handle or collect leaners and hangers until authorized by the DM.

A designated QA monitor (L&H QA) will accompany each Debris Removal Contractor(s) leaners and bangers crew. FEMA may also accompany the Debris Removal Contractor(s) crew.

The L&H QA will

- GPS locate each leaner and each tree with hangers.
- Measure leaner with forester's tape which provides a diameter measurement in tenths of a foot (decimal).
- Marie the leaner with spray paint (use color designated by FEMA, e.g., yellow).
- Record information on the Leaners and Hangers Worksheet and the debris load ticket.
- Issue load ticket to Debris Removal Contractor(s) once the vehicle is full.

Dirty White Goods (DWG) Operations

Jefferson County Road Department Disaster Debris Management Plan

Debris Removal Contractor(s) shall not handle or collect dirty white goods and appliances until authorized by the DM. A designated QA monitor (DWG QA) will accompany each Debris Contractor DWG crew. FEMA may also accompany the DC crew.

The OWG QA will GPS locate the appliance(s).

- Mark the appliance (use color designated by FEMA, e.g., yellow).
- Record information on the Dirty White Goods Worksheet and
- The debris load ticket.
- Issue load ticket to Debris Removal Contractor(s) once the vehicle is full.

Derelict Vehicles, Boats (DVB) Operations

Debris Removal Contractor(s) shall not handle or collect derelict vehicles or boats until authorized by the OM.

A designated derelict vehicles or boats QA monitor (DVB QA) will accompany each Debris Removal Contractor(s) DVB crew. FEMA may also accompany the Debris Removal Contractor(s) crew.

The DVB QA will

- GPS locate the derelict vehicles or boats.
- Mark the derelict vehicles or boats (use color designated by FEMA, e.g., yellow).
- Record information on the Derelict Vehicles / Boats Worksheet and the debris load ticket
- Issue load ticket to DC once the vehicle is full.

Hand Load Operations

Hand Loads shall be handled pursuant to FEMA Recovery Policy RP9523.12 "Debris Operations - Hand- Loaded Trucks and Trailers". Trucks and trailers loaded physically by hand, instead of by means of mechanical equipment resulting in a reasonable level of compaction will be limited to a maximum 50% load call. Hand Load crews may be utilized to collect in areas not accessible to equipment loading.

Hazardous Materials Protocols

The primary responsibility for coordinating hazardous materials during a county declared state of emergency rests with the local Fire Department. Because of the county's limited hazardous materials response capabilities assistance with hazardous waste or material releases, will be referred to the ESF #10 coordinator at the state EOC (850) 445-7111 or the State Warning Point at (800) 320-0519.

OMS will assist with coordination of information regarding locations of Hazardous Materials. Upon discovery of Hazardous Waste, the OMS will notify ESF #10 and other agencies as appropriate. For Household Hazardous Waste (HHW) the drop-off sites will be established within Jefferson County. Residents will be required to separate and transport HHW to the pre-identified drop-off sites. Operating days and hours will depend on the severity and/or location of the affected areas. OMS will encourage the Debris Removal Contractor(s) to separate HHW at the curb and haul it to the County 's contracted Hazardous Waste Contractor for packaging, storage, transport, and disposal at the County 's contracted rates.

The Debris Removal Contractor(s) and County Public Works/Road Department will coordinate the collection of eligible commercial or industrial hazardous waste from the disaster.

Gulf Power and other utility crews will handle all utility related debris such as power transformers, utility poles, cable, and other utility company material.

Quality Assurance / Health and Safety Training

The Contractor will train staff and QA/QC, staff will review incoming information daily and immediately note any inaccuracies, missing data, anomalies, and other issues with information entered on tickets or logs for the Operation Supervisor to resolve immediately.

ATTACHMENT 2: TRAINING AND SAFETY PROGRAM OUTLINE

Overview of Operations and Objectives

Most Important Points (Health and Safety, Integrity, Promptness, and Professionalism)

Storm Debris Operations Photographic Presentation

Monitoring Objectives (Verify, Document, Quantify, Quality Assurance)

Project Team Organization and Roles

Quality Assurance Training

Communication Protocols and SOPs

Responsibilities and Duties (Review Scope and explain job requirements)

Intensive Data Capture Methods (paper load ticket and automated system)

Equipment Usage and Requirements

Maps and Debris Zones

Salient FEMA and FHWA Requirements

Regulatory Agency Interaction Protocols

Daily Reports, Logs, and Timesheets

Quality Control Procedures and Expectations

Health and Safety Training

Describe H&S Requirements of Debris Recovery Operations Describe Debris Activities and H&S Expectations

Discuss Health and Safety Plan, Communication Protocols and SOPs Overview of Health and Safety Considerations

Identify Debris Monitoring Hazards

Operational Hazards

Damaged Infrastructure and Secondary Collapse Slip, Trip and fall / Uneven Terrain

Fires and Explosions

Electrical

Equipment

Heavy Equipment

Vehicle Traffic - Roadside and Debris Site

Health Hazards

Chemical and Biological Debris

Smoke and Dust

Asbestos

Noise

Personal Hygiene

Environmental Hazards

Adverse Weather

Heat and Cold Stress

Vegetation, Insects, and Animals

Engineering Controls, Work Practices and Personal Protective Equipment