

# WARREN COUNTY DEBRIS MANAGEMENT STANDARD OPERATING PROCEDURE

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## General

There is an ever present potential for natural and technological disasters or emergencies that could seriously affect all or portions of Warren County. In recent history Warren County has seen countless thunderstorms and high wind events and several tornados. These storms resulted in an untold amount of property damages.

A major problem caused by high winds, tornados, snow and ice storms is the *debris* created. The debris may block roads affecting emergency response, causing outages of electric, telephone and cable service, disrupt public and private activities and work. Cleanup and removal is time consuming and expensive.

Planning and organization by county agencies, emergency responders and jurisdictions is important if a timely and organized response is to occur.

## Purpose

The Warren County Emergency Management Agency (WCEMA) is responsible to develop emergency plans for response to all types of emergencies. The plans include the emergency management phases of mitigation, preparedness, response and recovery. The identification of responsibilities, coordination of activities, to provide support and assistance for responding agencies, organizations and for the county's jurisdictions is the purpose of these plans.

WCEMA is responsible to develop and maintain the County Emergency Operations Plan (EOP) The EOP addresses the responsibilities of County agencies and other agencies and organizations. Consisting of 18 annexes the plan addresses the many areas necessary for preparation and response to emergencies.

The EOP addresses disaster recovery to include debris management. The purpose of the Annex is to identify responsibilities and provide guidance and coordination for County jurisdiction's efforts to clean-up, remove, and dispose of debris following a major emergency or disaster.

WCEMA is also responsible to establish and maintain the County Emergency Operations Center (EOC). The EOC provides a common location for representatives of county and other agencies, emergency responder representatives, state agency representatives and others to meet to coordinate response efforts and to support on scene activities by the emergency responders.

This Standard Operations Procedure plan will serve as the master plan for the county and provides guidance for county and local organizations regarding responsibilities, handling debris, documentation of efforts and costs, contracting rules and guidance, use of temporary debris storage sites, informational fact sheets, and samples of agreements and contracts and more.

Local plans need not list forms, sample agreements, contracts, etc. that are listed in the county plan. Local plans should address how the jurisdictions(s) will handle the debris clean-up and disposal in their areas.

Local jurisdictions are responsible to develop local plans that identify and guide all jurisdictions included in their plan (local plans usually include more than one jurisdiction). The local plan will include designation of a local Debris Manager; identification of jurisdictional personnel and duties to be assigned; determination of temporary debris storage sites and other items as the jurisdictions desire.

## Situation & Assumptions

### Situation

- Debris generating events such as tornados, thunderstorms, high winds and ice/snow storms could happen at any time and may create huge amounts of debris causing blockage of road

systems, disruption of emergency response services and severe damages to homes, farms and businesses.

- All jurisdictions must develop a realistic SOP to deal with the debris. A local area Debris Manager must be appointed and work with the local area jurisdictions to develop and to coordinate plans for local response.
- *Temporary* debris storage and reduction sites must be pre-designated. These sites should be located within the local jurisdictions area of operations if possible thus reducing transportation time and costs.
- Jurisdictions must prepare to conduct emergency debris removal on their own during the initial phases of an emergency or disaster. Other assistance such as contracted transports or mutual aid should also be pre-planned.
- Debris removal priorities must start with clearing debris from emergency services (fire, law and EMS) facilities, hospitals and other medical facilities, primary roadways and public property.
- Private property. Debris removal and collection at residents and businesses is important and will cause unrest if not quickly addressed. Public announcements should direct the public to move the debris to the curb or roadside for collection. A pick-up schedule should be announced as soon as possible. If volunteers are available they could be asked to assist older and/or disabled citizens.
- Jurisdictions should furnish copies of their public announcements and pickup schedules to the County's Joint Information Center (JIC) so the JIC staff can include the announcements to media outlets for publication. The email address is [michael.bunner@co.Warren.oh.us](mailto:michael.bunner@co.Warren.oh.us)

### Assumptions

- Extraordinary demands will be placed on the jurisdictions for debris management following a disaster event. Employees and equipment available may not be sufficient to handle timely removal of the debris. Pre-arranged transportation contracts would be useful.
- Public announcements and instructions will help develop a coordinated community effort for the collection and of the debris. Disposal of the debris will be arranged by the local Debris Manager. The announcements must be made quickly following the disaster in order to provide the residents information on how debris collection will be conducted.
- By combining local resources (personnel, equipment, supplies) and activities the jurisdictions can join together to establish procedures for the successful collecting and removal of the debris.
- Pre-disaster planning will provide employees and others within the jurisdictions knowledge of how best to organize the assets and personal within their jurisdictions to conduct debris removal operations. Periodic meetings and discussions regarding debris removal operations are valuable.
- Mutual aid from adjacent jurisdictions should be considered, however, damages from many types of disasters could affect a large area and such support might not be available.

### Debris Estimations

- The quantity and type of debris generated from any particular disaster is a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity. The quantity and type of debris generated, its location, and the size of the area over which it is dispersed directly impacts the type of collection and disposal methods used to address the debris problem, associated costs incurred, and the speed with which the problem can be addressed
- Making a determination as to the types and quantities of debris following an event is critical to jurisdictional debris managers. Debris estimating is normally used in a post-disaster situation to establish a reasonable estimate of the actual debris quantities and mix. Debris estimates may be used to determine a jurisdiction's actual capability to handle the situation. Debris contracting, the management of DMS, and the possible need for State and Federal Resources will require a reasonably accurate estimate of debris types and quantities.
- Estimating Post-Event Debris Volumes
  - Area Considerations
    - Consider the area to be estimated (rural or urban; residential, commercial, or industrial) and the manner in which the area should be divided (sectors). Debris estimating can be expedited by dividing the community into sectors. Remember that however you define your area, you must be consistent with your system and keep detailed notes on how, where and what method you used for your estimates. These notes must be well documented and maintained for future reference. For Presidentially declared disasters, the information will be incorporated on the Project Worksheet.
  - Debris Types
    - There are many different ways to estimate debris, and techniques may be different depending on the type of debris. Types of debris may include: vegetative, construction and demolition material, hazardous/toxic materials, a mix of different things.
  - Identify Debris Handling Requirements
    - Examples include: special handling and disposal requirements for hazardous/toxic materials, and/or debris that will require separation before removal. Remember, for PA funding, determine if the debris is eligible or what portion is eligible.
  - Estimating Tools
    - Being creative with the tools, techniques and information available to you can bring the best results. It is important to have the correct tools, aids and information in place when doing estimates. Debris estimates are only as good as the basic information used to create them. Ensure that necessary equipment is available, including:
      - Digital (preferred) camera;
      - 100-foot tape or roll-off wheel
      - Calculator, notepad, sketchpad
      - Maps of area
      - Aerial photographs (preferably before and after the disaster)
      - Dedicated vehicle and mobile communications.

- Estimating Aids
  - The following are various mathematical formulas and techniques used to estimate post event debris volumes. It is very important to record the process and basis for the estimate on Project Worksheets (PWs) for Public Assistance (PA) and other reports.
  - Mathematical Formulas
    - Buildings
      - The following information will assist you in determining the amount of debris from destroyed buildings, homes and debris piles:
        - ❖ One-story building formula
          - ❖  $L \times W \times H' = \text{___ cy} \times .33 = \text{___ cy } 27'$
          - ❖ The 27 factor is the conversion factor from cubic feet to cubic yards
          - ❖ The 0.33 factor accounts for the wasted air space in the average stick-built home.
        - ❖ One-story house formula
          - ❖  $L' \times W' \times H' = \text{___ cy} \times 0.33 = \text{___ cy of debris } 27'$
        - ❖ Outbuildings
          - ❖  $L' \times W' \times H' \times .033 = \text{___ cy of debris } 27'$
        - ❖ Mobile homes formula
          - ❖  $L' \times W' \times H' = \text{___ cy } 27'$
        - ❖ Typical quantities for mobile homes
          - ❖ Single wide mobile home = 290 cy of debris
          - ❖ Double wide mobile home = 415 cy of debris
          - ❖ The 0.33 factor is not applied to mobile home calculations due to their compact construction
          - ❖ In mobile homes there is very little wasted air space – every inch of the unit is used in storage, the walls are narrower, etc;
          - ❖ These numbers were verified during Hurricane Floyd. The State of North Carolina demolished approximately 2,000 mobile homes.
        - ❖ Debris piles
          - ❖  $L' \times W' \times H' = \text{___ cy } 27'$
- Estimating Techniques.
  - Measurements
    - Measurements can be done in many ways. In most cases, measurements are made by volume (cy=cubic yards). However, if material is being taken to a landfill, there may be access to a scale for weight measurements. For demolition, contractors may use a lump sum price.
      - Cubic Yard: Cubic Yard (cy) measurements are used to determine the unit price of debris (woody, mixed or construction & demolition) transported to a Debris Management Site or permanent landfill.
      - Ton Measurements: All trucks must have a certified tare weight (empty) established if payments are going to be made based on certified scale net weight receipts. Field Debris Monitors will be required to spot check trucks after dumping to see if they are still at their tare weight. Truck Load tickets are often used to document measurements. Note: Gross weight –tare weight = net weight.

- Reminders
  - The following reminders may be of assistance when performing debris estimates
    - Look beyond the curb into side and backyards and at condition of the homes. Most debris in these areas will eventually move to the curb
    - Wet storms will produce more personal property debris (household furnishings, clothing, rugs, etc.) if roofs are blown away
    - Look for hanging debris such as broken limbs after an ice and/or wind storm;
    - Flood-deposited sediment may be compacted in place. Volume may increase as debris is picked up and moved
    - Using aerial photographs in combination with ground measurements will help determine if there are any voids in the middle of large debris piles
    - Treat debris pile as a cube, not a cone, when performing estimates
  - Conversions
    - The following are rules of thumb. It will be necessary to do a field test to verify the makeup of the debris for your area and disaster type. Actual numbers can be very different
    - Taking an average load, measuring the truck, then weighing it will help determine what to use for a specific situation
      - When developing cubic yard (cy) measurements, divide cubic feet by 27.
      - When converting from cy to tons, remember to use the correct factor:
        - ❖ Use 2 if converting for construction & demolition material
        - ❖ Use 4 if converting for woody material
        - ❖ 15 trees 8 inches in diameter = 40 cy (average)
        - ❖ Root system (8'-10' diameter) may require one flatbed trailer to move
        - ❖ To convert cy of C&D debris to tons, divide by 2
        - ❖ To convert tons of C&D debris to cy, multiply by 2
  - Damage estimates can be made from available aerial photographs. To estimate debris using a photograph
    - Select an object in the photograph for which the length can be reasonably estimated
    - Measure the object in the foreground and estimate its length at 25 feet
    - Apply that length to the intact houses to estimate the approximate length and width of each house
    - Calculate the approximate square footage by multiplying the length times the width. If you have houses of differing sizes, measure several and then calculate an average square footage
      - Note: After the Oklahoma City tornado, photos from a news report and aerial photographs were used to do debris estimation. It can be very accurate in the right situation

## Organization and Planning

### Organization

In August of 2012 the planning workgroup was reorganized to include agencies and jurisdictional staffs that would be primarily involved with the planning and conduct of the response. These include:

- County Agencies: EMA, Engineer, Health, Utilities

- Jurisdictional: Cities, Villages and Townships
- County and local Debris Managers

A planning meeting for the representatives of the above agencies, jurisdictions and individuals will be scheduled in the fall of 2012 to discuss changing the existing debris management plans to SOPs.

Planning and training meetings will be conducted at least annually to ensure all personnel have an opportunity to discuss possible changes, review response plans, and train new personnel.

**Note:** FC Soil & Water Conservation District, Natural Resources Conservation Service, FC Community Action Recycling Center, FC Regional Planning and Flood Plain Management and the Coshocton, Warren, Licking and the Perry Solid Waste District will be advised of changes to the program.

### Planning

The County SOP addresses legal and environmental issues, provide samples of forms, contracts, and resource information as the various county and state officials consider necessary.

Local Jurisdictions (Cities, Villages and Townships) SOPs will develop local area debris management SOPs that will identify the local Debris Manager, other key personnel, temporary debris storage sites, and other information as the jurisdictions consider necessary.

Local SOPs should be brief. The local SOPs should utilize the provisions of the county SOP for operational guidance information and for information on the various forms, worksheets, checklists, sample contracts and agreements to be used in debris management.

### Development of the 2013 Debris Management SOPs

- Identification of responsibilities at county and jurisdictional levels.
- Development of action checklists that outline actions and responsibilities for the various entities:
  - County Agencies
  - Jurisdictional CEOs and Employees
  - County and Local Debris Managers
- Re-formatting of jurisdictional plans as SOPs in order to coincide with the County SOP.
  - County EMA will continue to provide the jurisdictions with Debris Management material to include a rewrite of the jurisdictions SOP master.
  - Members of the EMA staff will meet with jurisdictional personnel to review and finalize their SOPs.

### Jurisdictional Debris Management

As determined in the debris management SOP, jurisdictions within the county will organize their own local debris management area. A local debris management area could consist of a single city, a village and adjacent township, or in many cases several villages and townships could form one local area.

The local area teams will consist of local elected officials, employees of the jurisdiction(s) and other personnel as desired to assist in planning and preparation for a local response to a debris event.

## Responsibilities

### County Emergency Management Director

The Director or his designee will be responsible for planning and logistics functions to include:

- Revision of the county debris management program with emphasis on rapid coordinated response within the county.
- Designation of a County Debris Manager who will be responsible for the implementation of the County Debris Management SOP and coordination with jurisdictional authorities and the locally designated debris managers.
- Providing logistical support to include the following:
  - Ensuring that information on storm related debris is collected and forwarded to OH EMA in a timely manner, in accordance with published guidance, in order to obtain state and federal assistance.
  - Activation of the County Emergency Operations Center in order to handle jurisdictional reports, requests for resources, and other assistance.
  - Activate the County Debris Manager in order to coordinate with and provide assistance to jurisdictional Debris Managers.
  - Assisting affected jurisdictions by coordinating available county and local resources and obtaining additional resources as needed.
  - Provide copies of necessary forms, contracts, agreements and checklists in the County SOP for the Jurisdictions reference and use. *Copies are listed in the Addenda.*

### County Debris Manager

The County Debris Manager will be appointed by the County EMA Director. In this capacity the Manager will have responsibility for assisting the County EMA with planning, operations and coordination of the debris management activities to include:

- Participation in county-wide debris management planning.
- Providing assistance to jurisdictions in the preparation of local SOPs.
- Becoming familiar with jurisdictional employees and Debris Managers. Assist as follows:
  - Establish and maintain contact with the designated local area Debris Managers.
  - Development of contact lists and contact numbers.
  - Inspect the proposed temporary debris sites for each jurisdictional area.
  - Review with the local Debris Manager the resources available within the local area, lists of jurisdictional employees available and other contacts within the area
  - Ensure employees of the jurisdictions are aware of the importance of *early public announcements* to explain how debris is to be handled, locations of debris drop-off sites and schedules for private debris pickup.

### Local Area Debris Managers

Each local area will appoint a Debris Manager to organize, coordinate and manage the jurisdictional entities response to a debris generating event. Duties of the Debris Manager include:

- Coordination with the County Debris Manager and EOC as necessary.
- Coordination with the other jurisdictions within the local area group to ensure the elected officials and the employees understand how the response to a debris generating event will be handled.
- Being aware of personnel and resources available within the local area and how requests for outside assistance should be handled.
- Understanding the importance of timely reporting of the jurisdictions estimated debris damages to the County EMA office.

### Other Agencies and Organizations

Other offices and agencies have responsibility for debris management and each has important functions to provide for the county and jurisdictions. The following is an outline of their responsibilities:

#### 1. Warren County Commissioners

- Authorize necessary expenditures for debris operations
- Coordinate with PIO to release information to the public

#### 2. Warren County Sheriff

- Provides personnel to conduct litter control on county roads and temporary collection sites.
- Coordinates necessary security arrangements for the designated temporary debris sites

#### 3. Warren County Health District

- Assist in identification of possible health issues within the debris being removed
- Inspect and coordinate appropriate actions by restaurants and grocery stores in addressing contaminated or spoiled food
- Monitors temporary debris storage and reduction sites, as needed
- Provides information to the public regarding health risks and safety procedures

#### 4. Warren County Engineer

- Conduct debris removal activities on county roads and rights-of-ways
- Provide debris collection and removal as personnel and equipment are available

#### 5. Warren County Prosecutor

- Review insurance information and other assets to ensure benefits and resources are fully utilized
- Review contracts to ensure compliance with FEMA requirements
- Review rights-of-way and hold harmless agreements
- Ensure compliance with historical preservation issues

## 6. Warren County Waste Management

- Coordinate with the County EMA Director and Debris manager
- Assist debris management activities with affected jurisdictions

## 7. Landfill

- Relates available options for activities that may be supported by the landfill
- Provide monitoring for debris shipped to the landfill
- Coordinate necessary permits and requests with Ohio EPA

## 8. Ohio EPA Representative

- Coordinates with state and federal agencies, such as EPA and Ohio Historical Preservation Office to ensure compliance with environmental and historic preservation laws/regulations
- Evaluate and assist in selecting locations for TDSR sites. Assist in securing necessary permits
- Determine appropriate environmental monitoring and ensure compliance with reporting requirements for TDSR sites

## 9. Officials of Affected Jurisdictions

- Develop a local Debris Management Plan for their jurisdiction or participate in a joint plan for multiple jurisdictions in the area.
- Clear roadways and assess debris to be collected, as possible
- Coordinate local debris operations through the county strategy
- Distribute debris separation instructions and collection schedules to residents
- Maintain proper documentation of local expenses for purposes of reimbursement and historical records. Each jurisdiction must maintain separate records as they applied for disaster assistance by jurisdiction.
- Secondary responsibilities apply to the following agencies or individuals. They will possibly have limited involvement in the planning process, but fill a vital role in the overall picture of debris management operations.

## 10. Joint Information Center (JIC) Public Information Officer

- To work in conjunction with the EOC staff to gather information and provide timely public announcements and guidance regarding debris management, public health and other issues.
- Coordinate with jurisdictions in order to obtain public announcement to support their debris collection efforts. Notify the public on safety issues, special collection points, etc.
- Communicate with OH EMA Public Information personnel to provide information of Warren County's response efforts.

## 11. Private Citizens

- Follow guidance provided for separation, drop-off, and/or collection of debris
- Provide assistance to neighbors and disabled persons, the jurisdiction's efforts to collect and remove debris.

- Report downed power and other service lines to utility companies, fire department and police.

## **Important Factors of Debris Management**

### Cost Recovery

Documentation of all debris management costs is *essential* in order to recover the costs of the response efforts. This documentation must begin with the first expenses and continue until the effort is completed.

Each jurisdiction (city, village and township) that is involved in a local area must maintain its own cost accounting for that jurisdictions expenses (labor, equipment and supplies) for debris clearance operations.

### Communications

Communication is extremely important to enabling a successful response. Following a severe storm it is to be expected that many power and telephone lines will be down and communications between parties will not be possible or will be limited.

Emergency calls to fire departments, medic units and police may not be possible. Calls to check on family and others will also be affected. Some cell phones may work when others do not.

Attempts to provide the public information on the situation, notify them of shelters opened, locations to obtain food and water and other matters will be provided the media for broadcast and this information will be updated as needed.

### Environmental Compliance

Ohio Environmental Protection Agency (OEPA) and local health department officials will be invited to participate with the workgroups planning efforts and/or can be consulted regarding applicable regulatory requirements.

Compliance with environmental protection laws and regulations following a disaster event is very important. On major emergencies and/or disasters OEPA representatives will travel through-out the affected areas to check over and approve how the debris removal is being handled. See the various references listed below for appropriate guidance.

The OEPA representative will coordinate all findings and conflicts with the County EMA Director, the County Debris Manager and the local Debris Managers.

County and Local Debris Managers must be aware of the legal requirements and check to ensure compliance within their areas.

## **Concept of Operations**

### Disaster Response

In case of a debris-generating storm the County EMA Director would normally activate portions of the County Emergency Operations Center to assist with the initial communications rush and to obtain information from the affected jurisdictions.

In order to obtain assistance each affected jurisdiction must execute an emergency declaration for their jurisdiction. A copy of the declaration will be faxed to the County EMA office (Fax Nr 740-652-1520). Upon receipt a copy of the jurisdiction's declaration will be forwarded to OH EMA.

Members of the Joint Information Center would be activated and ordered to report to the EOC to provide guidance to the jurisdictions and the public. The County Debris Manager will also be ordered to the EOC to commence coordination with the affected jurisdictions and the local Debris Managers.

Local jurisdictions will evaluate the amount of damage and debris within their jurisdictions and provide the County EMA an initial report on amount of damages and debris. Reference the County Emergency Operations Plan, Annex K (Disaster Recovery) for reporting and assistance guidance.

### Phased Approach

The following need to be considered during the response and recovery phases of debris management:

The County and Jurisdictional Debris Management Teams will address debris removal issues and response using a phased approach as noted below:

- Phase One – *Emergency debris clearance* to open access for emergency response vehicles and other necessary traffic. Clear all entries for hospitals and medical facilities. Normally to be accomplished by facility or local resources due to the immediate nature of the situation.
- Phase Two – Debris issues affecting health and safety. These may include debris removal to assist disabled or confined persons; removal of dangerous limbs and trees; identification of contaminated debris (chemical, sewage, and flood debris, dead animals or spoiled food).
- Phase Three – Other actions necessary to protect health and safety. These may include providing public safety announcements; the announcement of debris removal policies and debris pick-up schedules; checking on pest or rodent control activities associated with the presence of debris.
- Phase Four – Completion of all remaining debris activities necessary to restore the county to pre-disaster condition.

### Evaluation of Need

When a debris generating event occurs the County EMA and EOC officials will contact the jurisdictions to determine the amount of damages to the jurisdictions, local activities planned or underway and of any assistance required.

Elected officials of the affected jurisdiction will be asked to provide County EMA a copy of their emergency declaration and an initial summary of the damages.

An assessment of the debris situation county-wide will be determined by EMA to include the estimates as reported by the jurisdictions (trees down or damaged, power and other service lines down, etc.) and other reported problems. This assessment will be provided County Elected Officials, OH EMA and the media.

Debris cleanup activities will be prioritized based on the four phases of debris activities listed above.

### Mutual Aid

Mutual aid assistance from unaffected jurisdictions and from other counties will be requested whenever necessary. Assistance may also be available from surrounding county health departments and from the solid waste districts.

Written agreements should be signed to clarify the terms of the assistance. See Appendix 3, Sample Mutual Aid Agreements.

### Determination of Appropriate Strategy

The debris management workgroup consisting of county and local personnel will meet as necessary to assist the County EMA with the development of an SOP. This group will discuss county and local procedures to determine the best possible strategy to respond to debris situations.

It is recognized that the local area debris management teams through-out the county will have somewhat differing responses to the debris situation based on resources available within their local area and the debris situation in their area(s).

The County EMA will coordinate necessary legal, environmental, response actions and other matters as necessary.

### Debris Recovery and Handling Strategy

The response strategy through-out the county must consider dealing with the following factors:

#### Handling different types of debris

Woody and tree material	Utility poles and wires
Building materials	Household goods (furniture, personal belongings)
Food waste	White goods (stoves, refrigerators, laundry items)
Vehicles and tires	Animal carcasses
Silt and mud	Hazardous materials and infectious waste

#### Means of collection

Establishment of local Temporary Debris Storage and Reduction (TDSR) sites	
Curbside collection of debris	Use of waste transfer & disposal facilities
Placement of dumpsters	

#### Means of Reduction

Incineration	Grinding and chipping
Separation	Recycling

#### Means of Disposal

Landfill disposal	Sale or donation of reduced material
Incineration	Decontamination and reuse

## HUMAN REMAINS HANDLING

### Introduction

This Appendix discusses some of the processes associated with recovery and disposition of Human Remains. The remains of many people are unaccounted for and many are still trapped in the rubble. Recovery of human remains in a dignified and respectful manner must be integrated with the debris stream processing. Remains should be recovered at the rubble site to the maximum extent practical. However, human remains may be encountered either at the disaster debris collection point or at a debris processing / staging site where transported debris is separated and processed. It should be noted that animal remains pose similar health hazards, and that the same safety and health requirements should be applied as appropriate when handling animal remains.

### Health Risks Associated with Human Remains

There is no direct risk of contagion or infectious disease from being near human remains for people who are not directly involved in recovery or other efforts that require handling dead bodies. The sight and smell of decay are unpleasant, but they do not create a public health hazard.

From the public health perspective of lowering the risk of possible infectious disease transmission, there is no requirement for mass burials or cremation. Response workers should assist local communities to identify a safe location for holding remains awaiting identification. This location should be shielded from public view if possible, and remains should be protected from scavenging animals.

For people who must directly handle remains, such as recovery personnel, or persons identifying remains or preparing the remains for burial or cremation, there can be a risk of exposure to blood-borne viruses such as hepatitis B virus (HBV) and HIV, as well as bacteria that cause diarrheal diseases, such as shigella and salmonella. For all others, blood and body fluid exposures are minimal, and the risk of contracting HBV is very low; the risk of contracting hepatitis C virus or HIV approaches zero.

Transmission is relatively inefficient for these diseases, requiring percutaneous exposure (from a needle stick or exposure from a sharp penetrating object); direct contact with mucous membranes (such as eyes, nose, or mouth); or direct contact with non-intact skin (abraded, chapped, inflamed, or with visible wounds or traumas). Exposures on intact skin are not a risk for these blood borne infections.

Because a corpse will commonly leak feces, persons handling the deceased are more likely to be exposed to gastrointestinal organisms than to blood borne viruses. Workers may be exposed through direct contact with the victim's body and soiled clothes, and transmission can occur via the fecal-oral route. Contamination of other equipment, such as stretchers and vehicles used for transportation or storage, is also possible. However, common gastrointestinal organisms do not survive long in the environment and present little risk of infection where the body has been decaying for some time, or has been in the water.

These viruses and bacteria do not pose a risk to someone walking nearby, nor do they cause significant environmental contamination. Bacteria and viruses from human remains in flood water are a minor part of the overall contamination that can include uncontrolled sewerage, a variety of soil and water organisms, and household and industrial chemicals. There are no additional practices or precautions for flood water related to human remains, beyond what is normally required for safe food and drinking water, standard hygiene and first aid.

### Human Remains Safety and Health Precautions

Workers who handle human remains should use the following precautions:

Wear protective clothing appropriate for preventing blood penetrating to underlying skin/clothing.

Protect the face from splashes of body fluids and fecal material. Use a plastic face shield or a combination of eye protection (indirectly vented safety goggles are a good choice if available; safety glasses will only provide limited protection) and a surgical mask. In extreme situations, a cloth tied over the nose and mouth can be used to block splashes.

Protect the hands from direct contact with body fluids, and also from cuts, puncture wounds, or other injuries that break the skin that might be caused by sharp environmental debris or bone fragments. Fluid-proof gloves (e.g., latex, nitrile, rubber) should be used and covered with heavy-duty work gloves if there is a potential for cuts and abrasions (e.g., moving debris). Footwear should similarly protect against sharp debris.

Do not wear Personal Protective Equipment (PPE) or clothing that has been damaged or has been penetrated by body fluids. Decontaminate equipment before reuse; do not reuse gloves or other disposable PPE

Follow universal precautions, including washing any areas of the body or clothing that becomes contaminated with blood or bodily fluids. Maintain hand hygiene to prevent transmission of diarrheal and other diseases from fecal materials on hands. Wash hands with soap and water immediately after removing their gloves. In the absence of soap and water, use an alcohol-based hand cleaner after glove removal. However, wash hands with soap and water as soon as feasible.

Give prompt care--including immediate cleansing with soap and clean water, and a tetanus booster if indicated--to any wounds sustained during work with human remains. Responders should report any injuries and exposures to body fluid to a supervisor.

In addition to guarding physical safety, participate in available programs to provide psychological and emotional support for workers handling human remains. Agencies coordinating the management of human remains are encouraged to develop programs:

- providing psychological and emotional support and care for workers during and after recovery activities.
- Hepatitis B vaccination will help prevent infection and will be 70 percent to 80 percent effective within one week of exposure. Those with a prior bacille Calmette-Guérin (BCG) vaccination may have some protection against tuberculosis, and tuberculin testing may be an appropriate follow-up measure.
- If available, use body bags to contain remains as they will further reduce the risk of infection and are useful for the transport of cadavers that have been badly damaged. However, body bags reduce the rate of cooling of the cadaver, thus increasing the rate of decomposition, especially in hot climates. If available, refrigeration can reduce the rate of decay and facilitate identification.

### References and Additional Information

For additional information regarding health risks related to human remains see:  
Pan American Health Organization web site at:

<http://www.paho.org/English/DD/PIN/pr040923.htm>  
World Health Organization web site at:

[http://www.who.int/hac/techguidance/ems/flood\\_cds/en](http://www.who.int/hac/techguidance/ems/flood_cds/en)  
Centers for Disease Control and Prevention at:

<http://emergency.cdc.gov/disasters/handleremains.asp>  
U.S. Army Center for Health Promotion and Preventative Medicine Fact Sheet 37-032-0905, *Handling of Human Remains from Natural Disasters*:

<http://chppmwww.apgea.army.mil/documents/fact/37-032-0905.pdf>  
U.S. Army Center for Health Promotion and Preventative Medicine Technical Guide (TG) 195, *Guidelines for Protecting Mortuary Affairs Personnel from Potentially Infectious Materials*:

<http://chppm-www.apgea.army.mil/documents/fact/37-032-0905.pdf>

### Demolition of Structures (See Appendix 5)

Demolition may be the only remaining option in some cases when severe damage has happened. This action should be recommended only after all other options have been explored:

- Local building and zoning officers should inspect any buildings sustaining major damages.
- The County Health District may also conduct inspection in certain cases and has the authority to condemn buildings.
- Permits for demolition are issued by the Warren County Building Authority.
- Costs for removal of debris from demolition is the responsibility of the property owner.
- When demolition is recommended, contracts and legal guidance will be necessary.

### Debris Removal Operations

- Public Property/Rights-of-Way Debris Removal: (See Appendix 10)
  - Debris deposited on public lands including the right-of-way will be the responsibility of local government.
  - In some cases, where a health and/or safety threat exists, private property owners may move event-related debris to the public right-of-way for removal by government forces.
  - Government forces or volunteers may assist private property owners if necessary to remove event-related debris that poses a health and/or safety threat.
- Private Property Debris Removal: (See Appendix 6)
  - Debris deposited on private property is the responsibility of the property owner.
  - The jurisdictions will publish debris pickup schedules and provide them to the citizens.
  - Private property owners will be directed to move event-related debris to the curbside or property line for pickup and informed that non-event debris will not be accepted.
  - Instructions for separation of debris and steps to follow if assistance is required in getting debris to the curbside will be published with the removal schedules.
  - Volunteers or voluntary groups may be utilized to assist disabled property owners.

### Guidance for Debris Removal and Homeowner's Insurance Coverage Considerations

Appendix 6 contains valuable information regarding the removal of eligible debris from private property, eligibility of curbside pick-up, and homeowner's insurance coverage for debris removal.

Debris Managers, other officials and operators should be familiar with the information provided in this appendix.

### Temporary Debris Storage and Reduction Sites (TDSRS)

Warren County has a County Debris Management SOP and twelve local area DM SOPs that normally address two or more jurisdictions. The intent is to have at least one debris storage and reduction site in each geographical area addressed by these plans. (See Attachment 1, for TDSRS)

Temporary debris storage and reduction sites may be on public or private land. Sites selected should be located close as possible to the geographical area addressed by the plan.

The County and the local Debris Managers will work together to coordinate the size and locations of the various sites, to develop appropriate site layout diagrams, determine site ingress/egress, determine site use and limitations, and other issues as required.

State and Federal guidelines for debris sites will be followed. OEPA representative will be requested to review the sites and usage plans and provide comments as needed.

All sites will be entered into the County GIS mapping systems and information on all sites within the county will be provided all jurisdictions and concerned agencies and organizations.

### Debris Site Security

Debris Site security is required to ensure the site is not used for illegal dumping.

Security of the active temporary debris sites within the county and local jurisdictions will be coordinated by the County Sheriff's Office and with local law enforcement departments.

Debris Site Managers will be responsible for overseeing the security of the jurisdictions site(s). All problems will be brought to the attention of the County EMA office (or County EOC).

### Public Notification and Information

It is extremely important for the public to be notified of the procedures to be followed in handling the debris on their property and businesses as soon as the information is available. This information should include:

- Notice of how removal of debris from private property will be conducted and what is type of debris eligible to be picked up.
- Dates and time and locations schedules for debris pickup within the jurisdiction.
- Informational bulletins regarding the individual owners responsibilities, insurance coverage considerations, volunteers. etc.

### PUBLIC INFORMATION CHECKLIST

- Public Assistance, Debris Management Guide, FEMA 325, Chapter 5
1. Establish a Debris Information Center.

2. Set up a hotline.
3. Arrange for media advertising messages.
4. Use other advertising means as necessary; door hangers, billboards, etc.
5. Set up a Web Site.
6. Conduct public forums and/or town meetings.
7. Advertise collection points and program closure dates
8. Advertise what material is eligible, or not eligible for collection.
9. Make public notices in all languages used in the affected area.

### Contract Monitoring

In the event that contracts are used for debris removal, monitoring of contractors is a very important issue. The team will designate a person or persons for contract monitoring.

Contract monitoring verifies that the following actions are taking place:

- Debris being picked up is a direct result of the disaster
- Trucks hauling debris are fully loaded.
- Debris pick-up areas are being managed properly
- Trucks are sticking to debris routes
- Inspection of temporary storage sites to ensure operations are being carried out according to contract
- Verification of security and control for temporary debris storage and reduction sites.

## **Force Account Labor and Equipment for Debris Management Operations**

### Summary

The following document describes best management practices for cities and towns to employ when tracking labor and equipment hours for use in the documentation needed to pursue federal reimbursement.

### Best Management Practices

- Be “audit ready”
  - Detailed documentation such as timesheets, equipment logs, maps of crew assignments and daily progress, pay policies, etc. are requirements for reimbursement.
- Legal Responsibility
  - The work performed by force account staff must occur on public rights-of-way or public properties that are maintained by the respective city or town. This does NOT include private roads or state maintained roads.
- Documentation of Crew Assignments
  - When deploying crews in the field, it is important that detailed records are kept including start time, end time, and the location where the work was performed. Utilize maps to document work progress of individual crews on a daily basis.
- Disaster Generated Debris
  - Debris removal must be a direct result of Storm Alfred (land clearing, pre-existing damage, or general maintenance is not covered nor is damage from an unrelated event at the time of the disaster).

- Eligible Labor
  - Only the overtime for force account employees performing debris removal activities will be eligible for reimbursement. However all labor hours must be accounted for in order to maximize equipment reimbursement.
- Internal Cost Code
  - When tracking time for employees, set up a separate Disaster Cost Code for tracking personnel time and equipment.
- Eligible Equipment
  - All hours for equipment will be eligible for reimbursement if performing debris removal operations on rights of way where the local government is legally responsible.
- Equipment Rate Schedules
  - The local government may utilize the 2010 FEMA Equipment rate schedule.
- Debris Stockpiles Collected by City/Town Crews
  - If local government forces have stockpiled debris at Debris Management Sites and will be seeking a contractor for reduction of the debris pile (e.g. chipping/grinding), the local government should utilize a licensed land surveyor to document the volume of the pile in cubic yards. This methodology should be utilized for contracting out grinding services.
- Representative Photographs/Videos of Debris
  - Capture a representative sample of debris throughout your city/town and create an electronic file for those photographs.
- Tying Operators to Equipment
  - When documenting equipment for reimbursement, you must be able to tie the operator's name and their labor hours to the specific piece of equipment. If you have multiple operators on a single piece of equipment, those operators must tie back to the equipment hours.

### Contracts and Contracting

The following types of contracts may be used in conducting debris management operations.

**Time and Material:** Under a time and material contract, the contractor is paid on the basis of time spent and resources utilized in accomplishing debris management tasks. The Federal Emergency Management Agency policy requires that the use of time and material contracts be limited to the first 72 work hours following a disaster event. See Appendix 7, Sample Time and Materials Contract.

**Lump Sum:** A lump sum contract establishes a total price using a one item bid from a contractor. It should be used only when a scope of work is clearly defined, with areas of work and quantities of material clearly identified. See Appendix 8, Sample Lump Sum Contract

Lump Sum contracts can be defined in one of two ways:

- Area Method, where the scope of work is based on a one time clearance of a specified area, or
- Pass Method, where the scope of work is based on a certain number of passes through a specified area, such as a given distance along a right of way.

**Unit Price:** A unit price contract is based on weight (tons) or volume (cubic yards) of debris hauled, and should be used when the scope of work is not well defined. This method requires *close monitoring* of collection, transportation, and disposal to ensure that quantities are accurate. A unit price contract may be complicated by the need to segregate debris for disposal. See Appendix 9, Sample Unit Price Contract.

### Qualified Contractors

A list of certified contractors for Warren County is maintained by the Warren County Facilities Management and contains separate categories for types of work.

### Right-of-Entry/Hold Harmless Agreements

Disaster response activities may require entering private property to remove debris that is a threat to the health and safety of occupants.

Entry onto private property will be made only when absolutely necessary. Agreements will be necessary to protect private and public interests.

See Appendix 10, Sample Right-of-Entry/Hold Harmless Agreement.

### Contract Monitoring

When contracts are used for debris removal, monitoring of contractors is a very important issue. To ensure contract specifications are being met one or more persons must monitor the operations.

Contract monitoring verifies that the following actions are taking place:

- Storm debris is being picked up in accordance with published pick-up schedules
- Trucks that are hauling debris are checked to see that they are fully loaded
- Debris pick-up areas are being managed properly
- Trucks are sticking to debris routes

Continued inspection of temporary debris storage sites is conducted to ensure operations are being carried out according to contract.

Security and control of the temporary debris storage and reduction sites must be carefully monitored.

**NOTE:** The Warren County Prosecutor's office will provide legal counsel and review of all proposed agreements.

### Avoidance Checklist

Jurisdictional officials must be aware of the pitfalls of 'contracting' and ensure that all personnel involved in oversight of the debris management efforts are aware of the following:

- **DO NOT:** Award a debris removal contract on a sole-source basis.
- **DO NOT:** Sign a contract (including one provided by a contractor) until it has been thoroughly reviewed by your legal representative.
- **DO NOT:** Allow any contractor to make eligibility determinations, since only FEMA has that authority.
- **DO NOT:** Accept any contractor's claim that it is "FEMA certified." FEMA does not certify, credential, or recommend debris contractors.
- **DO NOT:** Award a contract to develop and manage debris processing sites unless it is necessary. Contact the County EMA for assistance concerning the need for such operations. Temporary debris storage and reduction sites are not always necessary.

- **DO NOT:** Allow separate line item payment for stumps 24 inches and smaller in diameter; these should be treated as normal debris.
- **DO NOT:** “Piggyback” or utilize a contract awarded by another entity. Piggybacking may be legal under applicable state law; however, the use of such a contract may jeopardize FEMA funding.
- **DO NOT:** Award pre-disaster/stand-by contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered.

### Documentation

It is important to record all debris activities performed to include all costs to the jurisdiction. Complete and accurate records and documentation of debris handling activities and related costs is extremely important in order to receive reimbursement of the costs.

*Each jurisdiction* must maintain complete and accurate records of the jurisdictions costs for debris removal in order to justify costs for reimbursement under the state and federal disaster assistance rules.

At a minimum, documentation needs to address the following:

- Labor, equipment, rental fees and material costs
- Mutual-aid agreement expenses
- Use of volunteered resources, including labor
- Administrative expenses
- Disposal costs
- Types of debris collected, amounts of each type, and location of origin

Documentation must also meet State and/or FEMA standards in order for reimbursement of expenses to be approved. See Appendix 4, Debris Ticket Format for Landfill Disposal.

## **Direction & Control**

### Activation of the Debris Management SOPs

County and Local SOPs will be activated as soon as it is apparent that there is a significant amount of debris that requires immediate action.

County Commissioners will be notified of the situation by the EMA Director. All or some of the EOC and JIC staff may depend on the situation.

The County Debris Manager will work with the EOC and JIC staffs to coordinate activities with local jurisdictions, local Debris Managers and OEPA representatives.

### Establishment of Debris Removal Priorities

When a debris-generating event occurs there is an immediate need for prioritization of actions.

- The first priority shall include roadways that allow ingress and egress to the critical public facilities such as fire stations, police stations, hospitals, and other critical facilities.

- Other essential, but perhaps not critical facilities include schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports, temporary shelters for disaster victims, etc.
- The county will need to prioritize debris removal from roadways that allow ingress or egress to these facilities.

### Environmental Compliance

Compliance with environmental protection laws and regulations is still required following disasters.

Federal and State Environmental Protection Agencies and local Health Departments should be consulted for applicable regulatory requirements.

Hazardous waste will be a significant issue in the debris management strategy.

- The county, township, city or village will work closely with Federal and State environmental protection agencies to ensure proper removal and disposal of hazardous waste.
- Procedures for establishing a separate staging area for hazardous waste, to include lining with an impermeable material so chemicals do not leak into the groundwater and soil will need to be developed.

### **How do I recycle my C&D debris?**

Recycling C&D debris can save money and reduce the amount of waste disposed of in landfills. You can recycle wood, aluminum and other metals, asphalt, concrete, and corrugated cardboard. Three recycling methods available to demolition contractors include the following:

- **Mixed material collection** - Recyclable materials are transported from the job site, sorted at a designated facility, and sent to processors for recycling.
- **Source separation** - Similar materials are separated from other wastes at the job site by category (such as wood, metal, and concrete) and sent to processors for recycling.
- **On-site processing** - Recyclable materials are processed on site and made ready for reuse.

### **Continuity of Government**

Warren County's Policy: Relocation and Safeguarding of Vital Records and Schedule of Records Retention and Disposition, December 2007

### **Administration & Logistics**

#### Temporary Debris Storage and Reduction (TDSR) Sites

Some specific considerations when using these types of sites include:

- **Location:** Care should be taken in selection of TDSR sites. Land use, proximity to housing, location of the nearest water table and/or public water supply, and other factors that may impact the use of the site should be taken into account.
- **Operations:** Monitoring receipt of debris and verifying types of debris received are critical functions for successful operation of a TDSR site. Included in the attachments to this document is a sample TDSR site layout.

- Closeout: In order to close out a TDSR site, care should be taken to restore the site to its original condition in an environmentally friendly and timely manner. Included in the attachments to this document is a checklist for site closeout.
- See Appendix 11, TDSR Checklist, Issues, and Layout, for more information.

### Tracking of Resources

- Tracking of resources is essential in order to obtain the most possible utilization from those available in the County. County EMA maintains a Resource Manual and will WEBEOC for tracking resources, expenses, and actions taken during disasters.
- The level of detail in the tracking system will be dependent upon the size magnitude of the disaster. County EMA (and the EOC) will assist the local jurisdictions as needed.

### Meetings and Briefings

- Meetings and briefings will be conducted by or through the County EOC. The main purpose of the meetings is to brief EOC staff and media on current and future debris management activities.
- Debris management staff personnel will attempt to participate in all EOC meetings provide briefings as necessary and provide the latest information available to the EOC staff.

### Documentation Process

- Debris management personnel will maintain records regarding planning and decisions made on debris management activities.
- This include minute of meetings, debris site selections, debris removal policies and priorities, demolition of public/private structures and others.

### State Agency Support

#### **Following is a list of state agencies that may participate in, or support, debris removal activities:**

- Ohio Department of Transportation
- Ohio Environmental Protection Agency – Solid Waste & Orphan Drum Programs
- Ohio Department of Health – Emergency Response Section
- Ohio Emergency Management Agency
- Ohio Department of Natural Resources
- Ohio Department of Agriculture – Animal or Food Safety Offices
- Ohio National Guard
- Ohio Department of Corrections
- Ohio State Highway Patrol

### Direct Federal Assistance

Direct federal assistance may be available during certain incidents; however, this applies only to emergency work (debris removal and emergency protective measures) and must meet general FEMA eligibility criteria. Debris activities that are eligible for Direct Federal Assistance include:

- Debris removal from critical roadways and facilities

- Debris removal from curbsides or from eligible facilities and hauling to either temporary or permanent sites
- Identification, design, operation, and closeout of debris management sites
- Monitoring debris contractor's activities
- Demolition or removal of disaster damaged structures and facilities in accordance with FEMA regulations and policies

### Federal Technical Assistance

Federal technical assistance may be available, and applies when a state or county lacks technical knowledge or expertise to accomplish an eligible task. The Federal Emergency Management Agency will then request technical assistance from the appropriate federal agency in the National Response Plan.

### Technical Assistance

State Technical Assistance is available to local officials for a variety of tasks related to debris planning. The Ohio Environmental Protection Agency, and Ohio Emergency Management Agency, can provide technical assistance in the following areas:

- County and Local Debris Management Plans
- Debris Management Site plans
- Contract/TDSR checklist.
- Documentation aids (ex. Trip tickets)

### Volunteer Organizations

Volunteer organizations may provide assistance for debris removal from private property. There is a wide range of volunteer organizations at the local, state, and federal levels.

The following is an incomplete list of organizations:

- American Red Cross
- Citizen Corps
  - ~ Community Emergency Response Teams
  - ~ Medical Reserve Corps
- Warren County Neighborhood Watch
- Catholic Social Services
- Salvation Army
- Voluntary Organizations Active in Disaster (VOAD) and (OHVOAD)
- Mennonite Services
- Civic Clubs
- Student Organizations
- Church Organizations

## **SOP Development and Maintenance**

The Warren County EMA Director is responsible for the final publishing and maintenance of the county debris management SOP. EMA will also work with the jurisdictions and will publish for them a local area SOP based on their input.

Updating the SOPs will be based on comments and input from county and local personnel. Changes to the SOP may also be considered based on deficiencies identified through actual events, drills and exercises, and changes in jurisdictional local area structure.

## **Authorities and References**

### Authorities

- 44 CFR (Code of Federal Regulations) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 44 CFR Part 206, Disaster Assistance (subparts G-L pertain to the Public Assistance Program)

### References

- Debris Management Guide, FEMA 325, July 2007
- Public Assistance Policy Digest, FEMA 321, January 2008
- Public Assistance Guide, FEMA 322, October 2010
- Public Assistance Debris Monitoring Guide, FEMA 327, October 2010
- Debris Estimating Field Guide, FEMA 329, September 2010

**Addendums  
Debris Calculation Worksheet**

(Private Property)

Jurisdiction \_\_\_\_\_

Date \_\_\_\_\_

Damage Class	Quantity	CY of Debris Each	Total Debris
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Mobile Home (25-30 CY Each)

Destroyed			
Major			
Minor			
Affected			
<b>Sub-Total</b>			

Single Family w/o Basement (25-30 CY Each)

Destroyed			
Major			
Minor			
Affected			
<b>Sub-Total</b>			

Single Family w/Basement (45-50 CY Each)

Destroyed			
Major			
Minor			
Affected			
<b>Sub-Total</b>			

Multiple Family w/o Basement (55-60 CY Each)

Destroyed			
Major			
Minor			
Affected			
<b>Sub-Total</b>			

Other

Double Storage Units			
Single Storage Units			
Inaccessible			
<b>Sub-Total</b>			
<b>Total</b>			

## **2012 DEBRIS FACT SHEET FOR LOCAL OFFICIALS**



The information contained within this document is intended to assist local officials responsible for all or a portion of the issues relating to managing all types of waste (“debris”) resulting from a disaster or significant emergency. Removal, reduction, recycling, temporary sites, contracting and disposal data as well as points of contact are included in the following pages.

The Ohio Environmental Protection Agency (EPA) and Ohio Emergency Management Agency (EMA) are two state agencies that have primary responsibilities to respond to disasters. Disasters can generate a significant amount of debris and can disrupt local government operations in general. Their roles and day-to-day points of contact are detailed below.

### **Local Governments**

Local health departments may be able to provide technical assistance regarding debris management and public health issues. Local health departments may also have primary responsibility during a disaster in the regulatory oversight for proper management of debris. Of particular concern for public health and safety is the management and proper disposal of debris created by a disaster or by demolition, yard waste, household hazardous waste, food stuffs, and spoiled food.

### **Ohio Environmental Protection Agency** ([www.epa.state.oh.us/dmwm](http://www.epa.state.oh.us/dmwm))

Division of Materials and Waste Management, Central Office  
50 West Town Street, Suite 700, Columbus, OH 43215  
Phone (614) 644-2621 Fax (614) 728-5315

Primary responsibility during a disaster is regulatory oversight for proper management of debris. This is accomplished by providing rule interpretations (regulatory requirements), technical assistance/coordination regarding temporary staging, collection, removal and disposal of debris, and resource lists.

### **Ohio Emergency Management Agency** ([www.ema.ohio.gov](http://www.ema.ohio.gov))

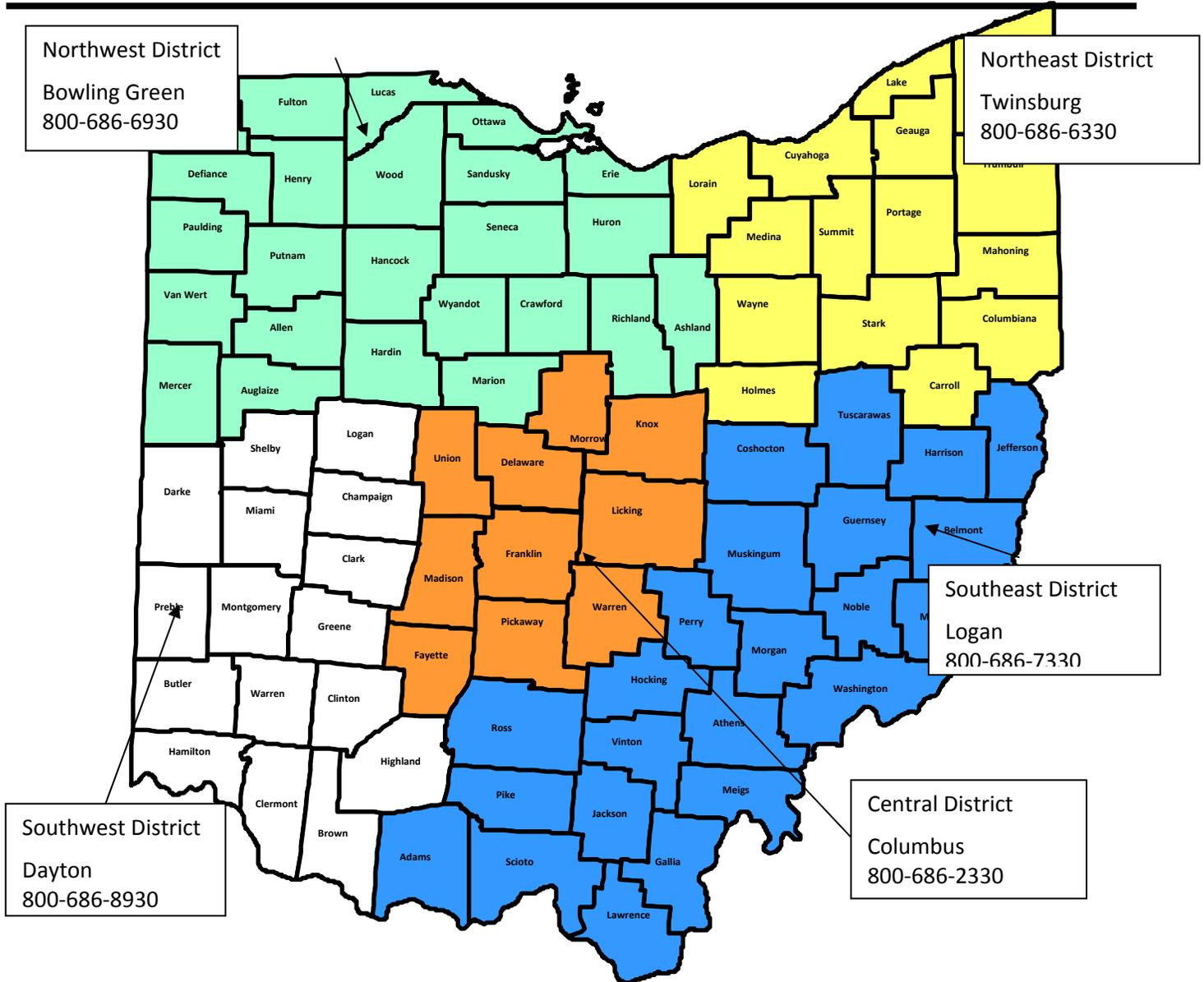
Disaster Recovery Branch  
2855 West Dublin Granville Road, Columbus, OH 43235  
Phone (614) 799-3665 Fax (614) 791-0018

Primary responsibility is coordination of state assistance, through County Emergency Management Agency offices, to support the efforts of local officials following disasters. The Disaster Recovery Branch administers reimbursement programs for costs associated with local response/recovery actions, including debris operations.

Page 2	Contact List	Page 5	Ohio EPA Resources
Page 3	Management Options Chart	Page 6	Contracting and FEMA Eligibility
Page 4	Temporary Debris Sites		

**DEBRIS MANAGEMENT CONTACTS**  
**OHIO ENVIRONMENTAL PROTECTION AGENCY**

Div. Materials & Waste Management (includes solid, infectious, & hazardous) (614) 644-2621  
 Public Drinking Water (614) 644-2752 Burn Permits (614) 644-2270  
 Waste Water Treatment (614) 644-2001 Chemical Spills (800) 282-9378



- |  |                   |
|--|-------------------|
| Local Solid Waste Mgmt District (Recycling)                | See Local Listing |
| Ohio EMA (Response & Recovery)                             | (877) 644-6362    |
| Local Department of Health                                 | See Local Listing |
| Ohio Historic Preservation Off (Environmental/Historic)    | (614) 298-2000    |
| Ohio Department of Health (Private Drinking Water)         | (614) 466-1390    |
| Attorney General (Consumer Protection)                     | (800) 282-0515    |
| Ohio Department of Agriculture (Dead Animals)              | (614) 728-6200    |
| Ohio Dept. Natural Resources (Recycling, Floodplain Mgmt.) | (614) 265-6565    |
| U.S. Corp of Engineer (Regulatory-Great Lakes Division)    | (513) 684-3002    |

## Ohio Environmental Protection Agency – Management Options for Disaster Related Wastes

Type of Waste	Description of Waste	Management Options
General Solid Waste (aka Municipal Solid Waste)	Food, packaging, clothing, appliances, furniture, machinery, electronic equipment, garbage, plastic, paper, bottles, cans, loose carpeting, paper products, scrap tires, street dirt, dead animals, vehicles  Sand Bag Note: Sand from sand bags used to control flooding may be emptied from the bags and reused. The empty bags, if not reused, are considered solid waste. Sand contaminated with other materials (hazardous, etc.) should be handled appropriately.	<ul style="list-style-type: none"> <li>• <b>Recycling: segregate / recycle as much as possible (preferred)</b></li> <li>• MSW Landfill Disposal</li> <li>• MSW Transfer Facility Disposal</li> <li>• Scrap Tires: licensed tire recovery / recycling facility</li> <li>• Appliances: remove refrigerants prior to disposal</li> <li>• Vehicles: auto salvage yards</li> <li>• Dead Animals: landfill, compost, burn / bury / render (per Ohio Dept. of Ag. Guidelines)</li> </ul>
Agricultural Waste & Vegetative Waste (aka Solid Waste)	Vegetative or woody waste, tree limbs, brush, shrubs (does not include buildings, other structures, dead animals, or vehicles)	<ul style="list-style-type: none"> <li>• <b>Recycling: drying, chipping, grinding for use in landscaping, mulching, and as a fuel supplement (preferred)</b></li> <li>• MSW Landfills Disposal &amp; Transfer Facility Disposal</li> <li>• Appropriate Composting Facilities</li> <li>• Controlled Burning – for use in declared disaster areas only; air curtain destructor use and <b>Ohio EPA approval required</b></li> </ul>
Construction & Demolition Debris (CDD)	Brick, stone, mortar, asphalt, lumber, wallboard, glass, roofing, metal, piping, fixtures, electrical wiring, heating equipment, insulation, carpeting attached to structures, railroad ties, utility poles, mobile homes	<ul style="list-style-type: none"> <li>• <b>Recycling: segregate and reuse as much materials as possible</b></li> <li>• CDD Landfill Disposal</li> <li>• MSW Landfill Disposal</li> <li>• MSW Transfer Facility Disposal</li> <li>• Mobile Homes: take to salvage company or CDD landfill</li> </ul>
Clean Hard Fill (a subset of CDD)	CDD which consists only of reinforced or non-reinforced concrete, asphalt concrete, brick, block, tile, and stone which can be reused as construction or fill material	<ul style="list-style-type: none"> <li>• Segregate and reuse materials as appropriate. Notify local health district of intent to use clean hard fill in filling operations</li> </ul>
Infectious Waste	Needles and medical related glass (“sharps”), syringes, blood containing or saturated items including tubing, clothing, bandages, etc.	<ul style="list-style-type: none"> <li>• Contact local health district or Ohio EPA District Office for guidance</li> </ul>
Hazardous Wastes & Household Hazardous Wastes	Flammable materials (fuels, gasoline, kerosene, propane tanks, oxygen bottles, etc.), explosives, batteries, common household chemicals, industrial and agricultural chemicals, cleaners, solvents, fertilizers, etc.	<ul style="list-style-type: none"> <li>• Segregate materials as practical and dispose of at an approved hazardous waste facility. Contact appropriate Ohio EPA District Office for guidance.</li> <li>• <b>Household hazardous waste</b> disposal is permitted at MSW facilities. However, <u>strongly</u> consider segregation from waste stream, where practical, and dispose of with other hazardous materials.</li> </ul>
Radiological Wastes	Nuclear medicine materials and associated patient wastes, certain monitoring equipment	<ul style="list-style-type: none"> <li>• Contact Ohio Department of Health for regulatory requirements and management options. Not regulated by Ohio EPA.</li> </ul>

**Variations / Exemptions:** All regulated disposal facilities in Ohio have operational requirements / restrictions regarding the types and volume of waste that can be accepted for disposal. During emergency events, a facility may seek authorization from the Director of Ohio EPA to temporarily accept different waste streams or an increased volume of waste. Before taking disaster-related debris to a disposal facility, please make sure that the facility is willing and properly authorized to accept the material.

**Stream Cleanup Activities:** Prior to removing debris from streams and waterways, please make sure you have the appropriate authorizations, if necessary (permits from COE and/or Ohio EPA, property owner permission, etc.). Once debris is removed from the streams / waterways segregate the debris as much as possible and manage according to the above outlined options.

## Ohio Environmental Protection Agency Resources

The following documents are available for download from the Ohio EPA Website or by contacting the appropriate Ohio EPA division.

- Ohio EPA Registered and/or Licensed Debris Disposal Facility and Company Listings - DMWM
  - Composting Facilities
  - Construction and Demolition Debris Landfills
  - Infectious Waste Transporters
  - Municipal Solid Waste Landfills
  - Municipal Solid Waste Transfer Facilities
  - Scrap Tire Storage and Disposal Facilities
  - Scrap Tire Transporters
  - Solid Waste Management District Contacts
- Emergency Response Contractors - DERR
- Orphan Drum Program – DERR
- Open Burning Regulations – DAPC
- Ohio EPA District Office Map and Contact Numbers (included with this fact sheet)

### Ohio EPA Division of Materials & Waste Management (DMWM)

[www.epa.state.oh.us/dmwm](http://www.epa.state.oh.us/dmwm)

(614) 644-2621

### Ohio EPA Division of Emergency & Remedial Response (DERR)

[www.epa.state.oh.us/derr](http://www.epa.state.oh.us/derr)

(614) 644-2924

### Ohio EPA Division of Air Pollution Control

[www.epa.state.oh.us/dapc](http://www.epa.state.oh.us/dapc)

(614) 644-2270

## **CONTRACTING AND FEMA ELIGIBILITY**

### **GENERAL WORK ELIGIBILITY**

Under a presidential disaster declaration for the state of Ohio, the Federal Emergency Management Agency (FEMA) may provide assistance to state and local governments for costs associated with debris removal operations. Debris removal operations include collection; pick up, hauling, and storage at a temporary site, segregation, reduction, and final disposal. This document provides information on the eligibility of debris removal operations for Public Assistance (PA) funding.

Determination of eligibility is a FEMA responsibility. Removal and disposal of debris that is a result of the disaster, is within a declared county and is on public property, is eligible for federal assistance. Public property includes roads and publicly-owned facilities. Removal of debris from parks and recreation areas is eligible when it affects improved facilities (i.e. trails), affects public health and safety or limits the use of those facilities.

**Debris Removal from Private Property:** Costs incurred by local governments to remove debris from private property may be reimbursed by FEMA if it is pre-approved by the Federal Disaster Recovery Manager, is a public health and safety hazard, and if the work is performed by an eligible PA applicant, such as a municipal or county government. The cost of debris removal by private individuals is not eligible under the Public Assistance Program; however, during a specific time period, a private property owner may move disaster-related debris to the curbside for pick up by an eligible PA applicant. Applicants should set the specific period of time to ensure curbside debris does not include non-event related or reconstruction debris (ineligible).

**Eligible Costs:** If an applicant uses force account (their own) personnel and equipment, the cost of the equipment and overtime costs for personnel are eligible for federal funding. If an applicant chooses to award a contract(s) for debris operations, the costs of the contracts are also eligible for federal funding, as long as the contract is reasonable.

**Documentation:** To ensure that processing of federal funding is done as quickly as possible, applicants should maintain the following information: debris estimates, procurement information (bid requests, bid tabulations, etc.), contracts, invoices, and monitoring information (load tickets, scale records, etc.). If an applicant performs debris removal, the payroll and equipment hours must be kept. All records should be maintained in the manner prescribed by the local government with consideration of state and federal record retention guidelines.

### **CONTRACTING FOR DEBRIS REMOVAL**

#### **Procurement**

- Determine the type of contracting needed to satisfy specific debris clearance, removal and disposal requirements of an unusual and compelling urgency;
- Ensure adherence to state and local procurement guidance;
- Determine if any purchasing and contracting requirements are waived as a result of the disaster and subsequent declarations of emergency (see Ohio Revised Code 125.023 and/or 44 CFR 13.36(d)(4));
- To ensure federal reimbursement, applicants should follow FEMA requirements for procurement, 44 CFR Part 13.36. FEMA requires that the procurement process allow for competition and reasonable cost. To show competition, applicants should at a minimum solicit three quotes (projects under \$100,000) or formally bid (advertise) the work. Reasonable costs are those that are fair and equitable

for the type of work performed in the affected area. To show reasonable cost, the applicants should be able to document a base amount to which they compared the awarded bid;

- Solicit bids, evaluate offers, award contracts, and issue notices to proceed with all contract assignments. (See pg 8 of this document for debarred/suspended contractor information);
- Supervise the full acquisition process for service and supply contracts and the oversight of contract actions to ensure conformance to regulatory requirements;
- Coordinate with the local Department of Public Works and Department of Solid Waste Management staffs and consult with legal counsel. The contracting office must take care to avoid the solicitation of assistance from the general public and giving the impression that compensation will be provided for such assistance. In general, this would be considered as volunteer actions. In addition, there are a number of other issues involved with such a solicitation, including licensing, bonding, insurance, the potential for the communities to incur liability in the event of injury or fatality, supervision and certification of work done.
- Please see the Ohio Revised Code, Sections 125.023, 307.86.92, 153.54, 153.57, 2921.01, and 2921.42 and supplementary rules and local ordinances for additional information pertaining to competitive bidding.
- FEMA recommends use of pre-drafted contracts or pre-event contracts so long as they follow procurements requirements as outlined in 44 CFR Part 13.36 and also recommends pre-qualifying contractors to expedite the bid process.

#### **Unit Price Contracts**

- Based on weights (tons) or volume (cubic yards) of debris hauled, and should be used when the scope of work is not well defined;
- They require close monitoring of pick up, hauling and dumping to ensure that quantities are accurate;
- Unit price contracts may be complicated by the need to segregate debris for disposal.

#### **Lump Sum Contracts**

- Establishes the total contract price using a one-item bid from the contractor;
- Should only be used when the scope of work is clearly defined, with areas of work and quantities of material clearly identified;
- These contracts can be defined in one of two ways: Area Method where the scope of work is based on a one-time clearance of a specified area and Pass Method where the scope of work is based on a certain number of passes through a specified area, such as a given distance along a right-of-way.

#### **Time and Materials Contracts (T/M)**

- This is a administratively labor intensive type of contract and should only be used if the applicant has the administrative resources to successfully accomplish and document the monitoring aspect;
- May be used for short periods of time immediately after the disaster to mobilize contractors for emergency removal efforts (generally FEMA accepts these contracts for the first 70 hours). Applicants should move towards either Unit Price or Lump Sum contract as soon as possible after the beginning of debris removal operations;
- If T/M contracts are determined by the applicant to be the most cost-effective and well-suited to the type of work, they may be continued beyond the initial 70 hour period if the following applies:
  - A determination was made and documented that no other contract was suitable and a ceiling price was included;

- The applicant can document monitoring of contractor activities. This includes but is not limited to monitoring load tickets or completion of daily reporting forms and requesting backup to contractor invoices (i.e. time cards, etc.).
- T/M contracts must have a dollar ceiling or a not-to-exceed limit for hours (or both), and should be terminated immediately when this limit is reached;
- The contract should (a) detail labor costs to include job classification, skill level and hourly rate, (b) the price for labor and equipment applies only when in operation, (c) cost for equipment includes fuel and maintenance, (d) the community reserves the right to terminate the contract at its convenience, and (e) the community does not guarantee a minimum number of hours.

### **Contract Monitoring**

An employee or contractor should monitor the contractor's activities to ensure satisfactory performance. Monitoring includes: verification that all debris picked up is a direct result of the disaster; measurement and inspection of trucks to ensure they are fully loaded; on-site inspection of pick up areas, debris traffic routes, temporary storage sites, and disposal areas; verification that the contractor is working in its assigned contract areas; verification that all debris reduction and disposal sites have access control and security.

**Contracting Do-Nots:** FEMA does not recommend, pre-approve, or certify any debris contractor. FEMA does not certify or credential personnel other than official employees and Technical Assistance Contract personnel assigned to the disaster by FEMA. Additionally, only FEMA has the authority to make eligibility determinations, not contractors. Finally, do not accept contractor-provided contracts without close review. FEMA /Ohio EMA can provide technical assistance on contracts and contract procedures, if requested to do so by local officials.

**Ineligible Contracts:** FEMA will not provide funding for cost-plus-percentage of cost contracts (including markups), contracts contingent upon receipt of state or federal disaster assistance funding, or contracts awarded to debarred or suspended contractors.

See [www.epls.gov](http://www.epls.gov) (federal-list) and <http://www.sos.state.oh.us/SOS/recordsindexes.aspx> (state-list) for debarred contractor information. A second site for suspended contractors is <http://www.auditor.state.oh.us/resources/findings/default.htm>.

### **ENVIRONMENTAL CONSIDERATIONS**

Federal, State and local regulations, laws and ordinances need to be addressed and followed for all environmental and historic preservation issues. Examples of how these considerations could affect reimbursement for debris removal operations:

- Executive Order 11988, Floodplain Management: Temporary storage sites should not be in the floodplain;
- Executive Order 12898, Environmental Justice: Do not purposefully choose routes to disposal sites that avoid more affluent neighborhoods over minority or low-income neighborhoods;
- Clean Water Act: Temporary storage sites not located within ¼ mile from ground or surface water supply.
- Ohio EPA: There was no burning of debris unless expressly authorized by the Director of Ohio EPA.

### **OTHER FEDERAL AGENCIES**

Debris removal on federal highways is not eligible under the FEMA Public Assistance Program except in very limited circumstances.

**DEBRIS REMOVAL FROM WATERWAYS**

If an applicant has debris (obstructions to include sunken vessels) generated by an event within waterways, FEMA has very specific eligibility criteria. Please see FEMA policy [http://www.fema.gov/government/grant/pa/9523\\_5.shtm](http://www.fema.gov/government/grant/pa/9523_5.shtm) for additional information or contact Ohio EMA directly.

**Time and Materials Contract**

ARTICLE 1:  
Agreement Between Parties

This contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the city/county of \_\_\_\_\_, hereinafter called the ENTITY and \_\_\_\_\_ hereinafter called the CONTRACTOR.

ARTICLE 2:  
Scope of Work

This contract is issued pursuant to the Solicitation and Procurement on \_\_\_\_\_, 20\_\_, for the removal of debris caused by the sudden natural or man-made disaster of \_\_\_\_\_ to \_\_\_\_\_, 20,\_. It is the intent of this contract to provide equipment and manpower to remove all hazards to life and property in the affected communities. Clean up, demolition, and removal will be limited to 1) that which is determined to be in the interest of public safety and 2) that which is considered essential to the economic recovery of the affected area.

ARTICLE 3:  
Schedule of Work

Time is of the essence for this debris removal contract.

Notice to proceed with Work: The work under this contact will commence on \_\_\_\_\_, 20\_\_. The equipment shall be used for (recommended not to exceed 70) hours, unless the ENTITY initiates additions or deletions by written change order. Based upon unit prices of equipment and labor, no minimum or maximum number of hours is guaranteed.

ARTICLE 4:  
Contract Price

The hourly rates for performing the work stipulated in the contract, documents, which have been transposed from the low bidder’s bid schedule, are as follows:

**Equipment/Machine/Operator**                      **Mobilization/Demobilization Cost**                      **Hourly Rate**

Manufacturer, Model, and Total unit rate shall be given which includes maintenance, fuel, overhead, profit, and other associated cost with the equipment.

Estimated Cost per unit of material. Only actual invoice amounts will be paid.

Labor man-hours shall include protective clothing, fringe benefits, hand tools, supervision, transportation, and any other costs.

ARTICLE 5:

#### Payment

The ENTITY shall pay the Contractor for mobilization and demobilization if the Notice to Proceed is issued and will pay for only the Time that the equipment and manpower is actually being used in accomplishing the work. The Contractor shall be paid within \_\_\_ days of the receipt of a pay estimate and verification of work by the inspector.

#### ARTICLE 6: Claims

Not Applicable

#### ARTICLE 7: Contractor's Obligations

The Contractor shall supervise accomplishment of the work effort directed by labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, liability insurance, taxes, and fees necessary to perform under the terms of the contract.

Caution and care must be exercised by the Contractor not to cause any additional damage to sidewalks, roads, buildings, and other permanent fixtures.

#### ARTICLE 8: Insurance and Bonds

The Entity's representative(s) shall furnish all information necessary for commencement of the Work and direct the Work effort. Costs of construction permits, disposal sites and authority approvals will be home borne by the Entity. A representative will be designated by the Entity for inspection the work and answering any on-site questions. This representative shall furnish the Contract daily inspection reports including work accomplished and certification of hours worked.

The Entity shall designate the public and private property areas where the work is to be performed. Copies of complete "Right of Entry" forms, where they are required by State or local law for private property shall be furnished to the contractor by the Entity. The Entity shall hold-harmless and indemnify the Contractor and his employees against any liability for any and all claims, suits, judgments, and awards alleged to have been caused by services rendered under this contract for disaster relief work unless such claims are the result of negligence on the part of the Contractor.

The Entity will terminate the contract for failure to perform or default by the Contractor.

#### ARTICLE 9: Insurance and Bonds

The Contractor shall furnish proof of Worker's Compensation Coverage, Automobile Liability Coverage, and Comprehensive General Liability Insurance (Premises-Operations, Personnel Injury, etc, as deemed necessary by the Entity).

Surety: The Contractor shall deliver so the Entity fully executed Performance and Payment Bonds in the amount of 100% of the contract amount, if required by the specifications, general or special conditions

of the contract. The Entity will reimburse the Contractor for the costs of the bonds, the costs of which will be included in the base bid.

ARTICLE 10:  
Contractor Qualifications

The Contractor must be duly licensed in the State per statutory requirements.

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

Entity (County, City, Village, Township)

By \_\_\_\_\_ Seal  
Principal of the firm

by \_\_\_\_\_ Seal  
Contractor

Address \_\_\_\_\_

City & State \_\_\_\_\_

**Lump Sum Contract for Debris Removal**

ARTICLE 1:

Agreement Between Parties

This contract is made and entered into on this \_\_day of \_\_\_\_\_, 20\_\_\_\_, by and between the city/county of \_\_\_\_\_, hereinafter called the ENTITY and \_\_\_\_\_, herein after called the CONTRACTOR.

ARTICLE 2:

Scope of Work

This contract is issued pursuant to the Solicitation and Procurement on \_\_\_\_\_, 20\_\_, for the removal of debris caused by the sudden natural or manmade disaster of \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_. It is the intent of this contract to provide equipment and manpower to remove all hazards to life and property in the affected communities. Clean up, demolition, and removal will be limited to 1) that which is determined to be in the interest of public safety and 2) that which is considered essential to the economic recovery of the affected area.

ARTICLE 3:

Schedule of Work

Time is of the essence for this debris removal contract. Notice to proceed with the Work: The Work under this contract will commence on \_\_\_\_\_, 20\_\_\_\_. Maximum allowable time for completion will be \_\_\_\_ calendar days, unless the Entity initiates additions or deletions by written change order. If the Contractor does not complete Work within the allotted time, liquidated damages will be assessed in the amount of \_\_\_\_\_ per day.

ARTICLE 4:

Contract Price

The lump sum price for performing the work stipulated in the contract document is.  
\$\_\_\_\_\_.

ARTICLE 5:

Payment

The Contractor shall submit certified pay requests for completed work. The Entity shall have 10 Calendar Days to approve or disapprove the pay request. The Entity shall pay the Contractor for his/her performance under the contract within \_ days of approval of the pay estimate. On contracts over 30 days in duration, the Entity shall pay the Contractor a pro-rata percentage of the contract amount on a monthly basis, based on the amount of work completed and approved in that month. The Entity will remunerate the Contractor within 30 days of the approved application for payment, after which interest will be added at a rate of \_\_\_\_\_ on each payment. Retainer shall be released upon substantial completion of the work.

Funding for this contract is authorized pursuant to Public Law of the State of Ohio,

And \_\_\_\_\_.

(Local Statute or Ordinance)

ARTICLE 6:

Change Orders

If the scope of work is changed by the Entity, the change in price and contract time will be promptly negotiated by the parties, prior to commencement of work.

ARTICLE 7:

Contractor's Obligations

The Contractor shall supervise and direct the Work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, equipment, personnel, taxes, and fees necessary to perform under the terms of the contract.

Any unusual, concealed, or changed conditions are to be immediately reported to the Entity. The Contractor shall be responsible for the protection of existing utilities, sidewalks, roads, building, and other permanent fixtures. Any unnecessary damage will be repaired at the Contractor's expense.

ARTICLE 8:

Entity's Obligations

The Entity's representative(s) shall furnish all information, documents, and utility locations, necessary for commencement of Work. Costs of construction permits and authority approvals will be borne by the Entity. A representative will be designated by the Entity for inspecting the work and answering on-site questions.

The Entity shall designate the public and private property areas where the disaster mitigation work is to be performed. Copies of complete "Right of Entry" forms, where they are required by the State and local law for private property, shall be furnished to the Contractor by the Entity. The Entity shall hold harmless and indemnify the Contractor judgments and awards alleged to have been caused by services rendered under this contract for disaster relief work unless such claims are caused by the gross negligence of the Contractor, his subcontractors or his employees.

ARTICLE 9:

Claims

If the Contractor wishes to make a claim for additional compensation, for work or materials is not clearly covered in the contract, or not ordered by the Entity as a modification to the contract, he/she shall notify the Entity in writing. The Contractor and the Entity will negotiate the amount of adjustment promptly; however, if no agreement is reached, a binding settlement will be determined by a third party acceptable to both Entity and Contractor under the sections of applicable State law.

ARTICLE 10:

Insurance and Bonds

The contractor shall furnish proof of Worker's Compensation Coverage, Automobile Liability Coverage, and Comprehensive General Liability Insurance (Premises-Operations, Personal injury, etc. as deemed necessary by the Entity).

Surety: The Contractor shall deliver to the Entity fully executed Performance and Payment Bonds in the amount 100% of the contract amount, if required by the specifications, or general or special conditions of the contract. The Entity will reimburse the Contractor for the costs of the bonds, the cost of which will be included in the base bid.

ARTICLE 11:

Contractor Qualifications

The Contractor must be duly licensed in the State per statutory requirements.

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

By \_\_\_\_\_ Seal

Contractor

Address \_\_\_\_\_

City & State \_\_\_\_\_

Entity (County, City, Village, Township)

By \_\_\_\_\_ Seal

Principal of the Firm

**Unit Price Contract for Debris Removal**

ARTICLE 1:

Agreement Between Parties

This contract is made and entered into on this the \_\_\_\_\_, 20\_\_\_\_, by and between the county of \_\_\_\_\_, hereinafter called the ENTITY and \_\_\_\_\_, hereinafter called the CONTRACTOR.

ARTICLE 2:

Scope of Work

This contract is issued pursuant to the Solicitation and Procurement on \_\_\_\_\_, 20\_\_\_\_, for the removal of debris caused by the sudden natural or man-made-disaster of \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_. It is the intent of this contract to provide equipment and manpower to remove all hazards to life and property in the affected communities. Clean up, demolition, and removal will be limited to 1) that which is determined to be in the interest of public safety and 2) that which is considered essential to the economic recovery of the affected area.

ARTICLE 3:

Schedule of Work

Time is of the essence for this debris removal contract.

Notice to proceed with the Work: The work under this contract will commence on \_\_/\_\_/20\_\_. Maximum allowable time for the completion will be \_\_\_\_\_ Calendar days unless the Entity initiates additions or deletions by written charge order.

Subsequent changes in cost and completion time will be equitably negotiated by both pursuant to applicable State law. Liquidated damages shall be assessed at \$\_\_\_\_\_/calendar day for any days over the approved contract amount.

ARTICLE 4:

Contract Price

The unit prices for performing the work stipulated in the contract documents, which have been transposed from the low bidder's bid schedule are as follows:

Quantity	Unit of Measure	Description	Unit Cost	Total
		Subtotal	_____	
		Cost of Bond	_____	
		Grand Total	_____	

\*Debris shall be classified as one of the following units: cubic yards, each, square foot, linear foot, gallon, or an approved unit measure applicable to the specific material to be removed.

## ARTICLE 5:

## Payment

The Contractor shall submit certified pay request for completed work. The Entity shall have 10 calendar days to approve or disapprove the pay request. The Entity shall pay the Contractor for his performance under the contract within 20 days of approval of the pay estimate. On contracts over 30 days in duration,

the Entity shall pay the Contractor a pro-rata percentage of the contract amount on a monthly basis based on the amount of work completed and approved in the month. The Entity will remunerate the Contractor within 30 days of the approved application for payment. After which interest will be added at a rate of \_\_\_\_\_ per annum. Payments shall be subject to a retainage of \_\_\_\_\_ on each payment. Retainage shall be released upon substantial completion of the work.

Funding for this contract is authorized pursuant to Public Law of the State of Ohio, \_\_\_\_\_, and \_\_\_\_\_, local statute or ordinance.

## ARTICLE 6:

## Claims

If the Contractor wishes to make a claim for additional compensation, for work or materials not clearly covered in the contract, or not ordered by the Entity as a modification to the contract. He/she shall notify the Entity in writing. The Contractor and the Entity will negotiate the amount of adjustment promptly; however, if no agreement is reached a binding settlement will be determined by a third party acceptable so both Entity and Contractor under the auspices of applicable State law.

## ARTICLE 7:

## Contractors Obligations

The Contractor shall supervise and direct the Work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, equipment, personnel, taxes, and fees necessary to perform under the terms of the contract.

Any unusual, concealed, or changed conditions are to be immediately reported to the Entity. The Contractor shall be responsible for the protection of existing utilities, sidewalks, roads, buildings, and other permanent fixtures. Any unnecessary damage will be repaired at the Contractor's expense.

## ARTICLE 8:

## Entity's Obligations

The Entity's representative(s) shall furnish all information, documents, and utility locations for necessary for commencement of Work. Costs of construction permits and authority approvals will be borne by the Entity. A representative will be designated by the Entity for inspecting the work and answering and on-site questions.

The Entity shall designate the public and private property areas where the disaster mitigation work is to be performed. Copies of "Right of Entry" forms, as required by State laws for private property, shall be furnished to the Contractor by the Entity. The Entity shall hold harmless and indemnify the Contractor judgments and awards alleged to have been caused by services rendered under this contract for disaster

relief work unless such claims are caused by the gross negligence of the Contractor, his/her subcontractors, or his/her employees.

The Entity will terminate this contract for failure to perform as specified, or for default by the Contractor.

ARTICLE 9:

Insurance and Bonds

The contractor shall furnish proof of Worker’s Compensation Coverage, Automobile Liability Coverage, and Comprehensive General Liability Insurance (Premises-Operations, Personal Injury, etc...as deemed necessary by the Entity).

Surety: The contractor shall deliver to the Entity fully executed Performance and Payment Bonds in the amount of 100% of the contract amount, if required by the specifications, or general or special conditions of the contract. The Entity will reimburse the Contractor for the costs of the bonds, the cost of which will be included in the base bid.

ARTICLE 10:

Contractor Qualifications

The contractor must be fully licensed in the State of Ohio.

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

by \_\_\_\_\_ Seal

Contractor

Address \_\_\_\_\_

City, State \_\_\_\_\_

Entity (City, County, Township, Village, etc.)

by \_\_\_\_\_ Seal

Principal of the firm

**Sample Mutual Aid Agreement**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_ by the participating parties hereto:

WHEREAS, each of the parties hereto desires to furnish mutual aid to each other in the event of a disaster, for which neither party might have sufficient equipment or personnel to cope, and,

WHEREAS, such a mutual aid agreements are authorized by (Site Statutory Agency).

NOW THEREFORE, the parties do mutually agree as follows:

**ARTICLE I - TERM**

This agreement shall commence at 12:01 a.m. on \_\_\_\_\_, and continue through \_\_\_\_\_, subject to the right of each party to terminate sooner as provided herein.

**ARTICLE II - SERVICES**

In the event of a disaster that requires aid of equipment and personnel beyond that which each party is able to provide for itself, all parties hereto agree that at the request of any party Hereto the others will loan such equipment and personnel as the respective officials of the lending jurisdiction, in their discretion, shall determine can be reasonably spared at the time without placing their own community in jeopardy.

Since time is of the essence during emergencies as herein referred to, the authority to dispatch equipment and personnel or call for in accordance with the terms and conditions of this agreement shall be delegated specifically to the chief official or acting chief official of the parties hereto.

The lending party shall be responsible for the delivery of said equipment and personnel to the location specified by requesting party.

Upon arrival at said location, the officer in charge of the said equipment and personnel shall report to the officer in charge at the location of the disaster, who shall assume full charge of all operations at a disaster or emergency location.

All equipment and personnel loaned hereunder shall be returned upon demand of the lending party or when released by the requesting party upon the cessation of the emergency.

**ARTICLE III - PAYMENT**

No charge shall be assessed for services rendered by any party hereto.

**ARTICLE IV - WAIVER OF CLAIMS**

Each party hereto hereby waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of either party, their agents, or employees hereunder.

**ARTICLE V- TERMINATION**

This Agreement may be terminated by either party upon at least thirty days prior written notice to the other.

**ARTICLE VI - INTEGRATION**

This Agreement contains the entire understanding between the parties, and there are no understandings or representations not set fourth or incorporated by reference herein. No subsequent modifications of this Agreement shall be of any force or effect unless in writing signed by the parties.

**ARTICLE VII - COMPLIANCE WITH LAWS**

In the performance of this Agreement, each party shall comply with all applicable Federal, State, and Local laws, rules, and regulations.

**ARTICLE VIII - SIGNATURES OF AGREEING OFFICIALS**

\_\_\_\_\_  
Official

\_\_\_\_\_  
Official

\_\_\_\_\_  
Official

\_\_\_\_\_  
Official

**Debris Ticket Format for Landfill Disposal**

**LOAD TICKET**

Ticket Number	
Invoice Date	

PO Number (EMA Will Assign)	
--------------------------------	--

SOLD TO: <b>Warren County EMA</b>	SHIP TO:
<b>407 East Main Street</b>	
<b>Lancaster, Ohio 43130</b>	

DRIVER		TRUCK NUMBER	TRUCK CAPACITY (Cubic Yards)	ZONE/SECTOR
Loading Time	Dump Time	Load Description	Unit: (Cubic Yards)	Zone/Sector/Area
	Signatures:	Loading Site Monitor: _____		
		Dump Site Monitor: _____		

**NOTE:** Driver retains the Original and Pink copy. Yellow Copy must be torn out & submitted to the Landfill for processing.

**Ticket Information:** Record size of load in Cubic Yards.

## **Demolition Checklist**

### **Local Responsibilities Checklist**

The following checklist identifies key tasks that local officials should address before a structure is approved for demolition. To expedite the overall effort, many of the tasks can be conducted concurrently.

\_\_\_\_\_ Provide copies of all ordinances that authorize the local officials to condemn privately owned structures. The authority to condemn privately owned structures would probably have to be accomplished by an ordinance other than one designed or enacted for the demolition of publicly owned structures.

\_\_\_\_\_ The local officials should coordinate all lands, easements, and rights of way necessary for accomplishing the approved work.

\_\_\_\_\_ Implement laws that reduce the time it takes to go from condemnation to demolition.

\_\_\_\_\_ Provide copies of all applicable permits required for demolition of subject structure(s).

\_\_\_\_\_ Provide copies of pertinent temporary well capping standards.

\_\_\_\_\_ Coordinate all pertinent site inspections with local, State, and Federal inspection team(s).

\_\_\_\_\_ Identify household hazardous waste materials prior to demolition.

\_\_\_\_\_ Notify the owner/and or renter of any and all site inspections.

\_\_\_\_\_ Verify that all personal property has been removed from public and/or structure(s).

\_\_\_\_\_ Immediately prior to demolition, verify that the building is unoccupied.

\_\_\_\_\_ Ensure that the property is properly posted.

\_\_\_\_\_ Provide a clear, concise and accurate property description and demolition verification.

\_\_\_\_\_ Include a Public Health official on the demolition inspection team.

\_\_\_\_\_ The inspection not only should evaluate the structural integrity of the building, but also must demonstrate “imminent and impending peril” to public health and safety.

\_\_\_\_\_ Segregate all household hazardous waste materials to a permitted facility prior to building demolition.

\_\_\_\_\_ Provide photographs of the property and verify the address. Provide additional photographs of the property take immediately prior to and following demolition.

### **Private Property Utilities Checklist**

The following checklist identifies key tasks that local officials should address before the structure is approved for demolition. To expedite the overall effort, many of the tasks can be conducted concurrently.

\_\_\_\_\_ Locate, mark, turn off, and disconnect all water and sewer lines.

\_\_\_\_\_ Locate, mark, turn off, and disconnect electrical, telephone, and cable television services.

\_\_\_\_\_ Provide executed right of entry agreements that have been signed by the owner and by renter, if rented. Right of entry should indicate any known owner intent to rebuild to ensure foundation and utilities are not damaged.

\_\_\_\_\_ Use radio, public meetings, and newspaper ads to give notice to property owners and their renters to remove personal property in advance of demolition.

\_\_\_\_\_ Document the name of the owner on the title, the complete address, and legal description of the property, and the source of this information. Document name of renter, if available.

\_\_\_\_\_ Ensure property will be vacated by demolition date.

\_\_\_\_\_ Provide written notice to property owners that clearly and completely describe the structures designated for demolition. Additionally, provide a list that also identifies related structures, trees, shrubs, fences, and other items to remain on the respective property.

\_\_\_\_\_ Notify mortgagor of record.

\_\_\_\_\_ Provide the property owner the opportunity to participate in decision on whether the property can be repaired.

\_\_\_\_\_ Determine the existence and amount of insurance on the property prior to demolition.

\_\_\_\_\_ Specify procedures to determine when cleanup of the property is completed.

## **Debris Removal from Private Property**

There are many considerations in debris removal to ensure that the debris removal activities of the jurisdiction comply with FEMA eligibility policies and debris removal guidance.

### Removal of eligible debris for private property:

Reference see FEMA Publication 325 entitled '*Debris Removal Guide*'.

Issues regarding removal of debris from private property are common. Problems may arise regarding the definitions of 'public health and safety'.

Removal of debris from private property is primarily the responsibility of the *individual property owner*, aided by insurance settlements or volunteer organizations.

Jurisdictions (applicants) must be aware of FEMA's guidance and eligibility rules. The following items need to be understood and considered by the authorities when setting local clean-up policies:

- Applicants must be aware of the limitations of debris removal from private property early in the disaster.
- Be aware that only FEMA makes eligibility determinations regarding removal of debris from private property. FEMA's representative on the ground will make this determination after consideration of all issues.
- If FEMA determines that debris is so widespread that removal from private property is appropriate the applicant must ensure that specific requirements (right-of-entry, insurance, release from liability, etc.) are complied with before removal of the debris.
- Ensure that the term 'economic recovery of the affected areas' is not being misapplied. Use of this criterion is normally restricted to removal of disaster-related debris from large commercial areas to expedite restoration of the economic viability of the affected community.
- Ensure that the determination that a 'public health and safety issue exists' is NOT based on building codes. Generally, the determination would be based on ordinances related to condemnation.
- Ensure that there is a clear understanding that a public health and safety hazard must exist for the removal of the debris to be eligible. Again, FEMA will make the final determination for removal from private property.
- Concrete slabs or foundations-on-grade do not present a health or safety hazard to the general public except in very unusual circumstances, such as erosion under a concrete slab on a hillside.
- Broken slabs or slabs incapable of supporting a new structure, do not constitute a public health or safety hazard. Costs of removing substantially damaged structures, as well as associated slabs, driveways, fencing, garages, and similar appurtenances, are eligible when the property is part of a Section 404 Hazard Mitigation buyout and relocation project.

### Eligibility of Curbside Pick-up:

Debris may continue to accumulate as residents bring debris from their properties to public rights-of-way. Normally this will occur in three stages:

1. Woody debris and yard waste moved to the right-of way.
2. Household waste, such as damaged personal goods, moved to the right-of way.
3. Construction and demolition materials removed by the homeowner prior to receipt of insurance and individual assistance payments.

The following curbside policies and issues must be considered:

- **Residents must not mix garbage with debris.** Debris deposited at the curbside must be disaster-related to be eligible for pickup and disposal by the jurisdiction. The jurisdiction should resume normal garbage pick-up schedules as soon as possible.
- Construction and demolition materials from minor and major repairs of reconstruction by contractors should not be deposited at the curbside. Contractors should remove and deposit the debris at approved landfills.
- Insurance proceeds usually cover the cost for demolition debris removal from private property. Remember, only disaster-related debris removal costs *not covered* by insurance are eligible for reimbursement.
- Deadlines for curbside pickup must be coordinated with appropriate State and FEMA officials and announced to the public as soon as practical following the event. Normally a 72 hour period following the end of the disaster event would be allowable. Any time extension given to State applies only to disaster-related debris.

Homeowners' Insurance Coverage for Debris Removal:

Essentially all general homeowner's insurance policies contain a provision for the pick-up of debris resulting from damages to a facility covered by the policy. That usually includes structures, fences, playground equipment, etc., but maybe not the removal of vegetative debris. The insurance policy must be checked to determine whether or not it covers vegetative debris. If removal of vegetative debris is not covered by insurance that does not mean that it is eligible for federal funding.

**Right of Entry Agreement**

I/We \_\_\_\_\_, the owner(s) of the property commonly

Identified as \_\_\_\_\_, \_\_\_\_\_,  
(Street) (City/town)  
\_\_\_\_\_, \_\_\_\_\_, State of Ohio  
(Township) (County)

do hereby grant and give freely and without coercion, the right of access and entry to said property in the County/City of \_\_\_\_\_, its agencies, contractors, and subcontractors thereof, for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold-harmless the City/County of \_\_\_\_\_, State of Ohio, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described.

I/We (have\_\_\_\_, have not\_\_\_\_) (will\_\_\_\_, will not\_\_\_\_) receive any compensation for debris removal from any other sources including Small Business Administration, National Resource Conservation Service, private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner Telephone Number and Address

## **TDSR Checklist, Issues, and Layout**

### **Temporary Debris Storage and Reduction (TDSR) Site Closeout Checklist**

The following is a recommended TDSR site closeout checklist.

- \_\_\_\_\_ Site Number and Location
- \_\_\_\_\_ Date closure complete
- \_\_\_\_\_ Household Hazardous Waste removed
- \_\_\_\_\_ Contractor equipment removed
- \_\_\_\_\_ Contractor petroleum and other toxic spills cleaned up
- \_\_\_\_\_ Ash piles removed
- \_\_\_\_\_ Compare baseline information of the temporary site conditions after the contractor vacates the site.

#### **TDSR Closeout Issues**

**Environmental Restoration** Stockpiled debris will be a mix of woody vegetation, construction material, household items, and yard waste. Household hazardous waste and medical wastes should be segregated and removed prior to being stockpiled. Activities done at the temporary debris storage and reduction site will include stockpiling, sorting, recycling, incineration, grinding, and chipping. Incineration operations will occur in air curtain pits and only woody debris will be incinerated. Due to operations occurring contamination from petroleum spills or runoff from incineration and debris piles may occur. Therefore close monitoring of the environmental conditions is a coordinated effort.

**Site Remediation** During the debris removal process and after the material is removed from the debris site; environmental monitoring will need to be conducted. This is to ensure no long-term environmental effects occur. Environmental monitoring is needed for the following areas:

Ash- Monitoring consists of chemical testing to determine suitability of material for landfill placement.

Soils- Monitoring consists of using portable meters to determine if soils are contaminated by volatile hydrocarbons. Contractors do monitoring if there has been a determination that chemicals such as oil or diesel has spilled on site.

Groundwater- Monitoring is done on selected sites to determine effects of rainfall leaching (leaking) through ash areas or stockpile areas.

Develop a checklist for site close out procedures. A sample checklist is included in this document.

## **Temporary Debris Sites**

### **Things to Consider**

- Site Ownership – Use public lands whenever possible to avoid potentially costly and complicated leasing arrangements, and to lessen potential trespassing allegations. Use privately owned land only if no public sites are available. If using private lands, be sure to obtain proper, detailed usage agreements with all parties having an ownership interest.
  
- Site Location
  - Consider impact of noise, dust, traffic
  - Consider pre-existing site conditions
  - Look for good ingress/egress at site
  - Consider paved versus unpaved areas
  - Consider potential impact on ground water
  - Determine whether any existing drains need to be sealed
  - Consider site size based on:
    - Expected volume of debris to be collected
    - Planned volume reduction and debris processing activities
  - Avoid environmentally sensitive areas, such as:
    - Wetlands
    - Rare and critical animals or plant species
    - Well fields and surface water supplies
    - Historical / archaeological sites
    - Sites near residential areas, schools, churches, hospitals, and other sensitive areas
    - Record detailed conditions of chosen site (pictures, video, etc.)
  
- Site Operations
  - Use portable containers
  - Ensure portable containers are emptied/replaced when necessary
  - Separate types of waste as operations continue
  - Monitor site at all times
  - Perform on-going volume reduction (on site or removal for disposal / reduction)
  - Provide nuisance management (dust, noise, etc.)
  - Provide vector controls (rats, insects, etc.)
  - Provide special handling for regulated hazardous materials
  - If household hazardous waste is segregated, ensure disposal options exist
  - Provide security (limit access to site)
  - Ensure appropriate equipment is available for site operations
  
- Site Closeout
  - Remove all remaining debris to authorized locations
  - Restore site to pre-use conditions
  - Record detailed conditions of site after closeout is complete (pictures, video, etc.)

## **TDSR Checklist, Issues, and Layout**

### **Temporary Debris Storage and Reduction (TDSR) Site Closeout Checklist**

The following is a recommended TDSR site closeout checklist.

- \_\_\_\_\_ Site Number and Location
- \_\_\_\_\_ Date closure complete
- \_\_\_\_\_ Household Hazardous Waste removed
- \_\_\_\_\_ Contractor equipment removed
- \_\_\_\_\_ Contractor petroleum and other toxic spills cleaned up
- \_\_\_\_\_ Ash piles removed
- \_\_\_\_\_ Compare baseline information of the temporary site conditions after the contractor vacates the site.

### **TDSR Closeout Issues**

**Environmental Restoration** Stockpiled debris will be a mix of woody vegetation, construction material, household items, and yard waste. Household hazardous waste and medical wastes should be segregated and removed prior to being stockpiled. Activities done at the temporary debris storage and reduction site will include stockpiling, sorting, recycling, incineration, grinding, and chipping. Incineration operations will occur in air curtain pits and only woody debris will be incinerated. Due to operations occurring contamination from petroleum spills or runoff from incineration and debris piles may occur. Therefore close monitoring of the environmental conditions is a coordinated effort.

**Site Remediation** During the debris removal process and after the material is removed from the debris site; environmental monitoring will need to be conducted. This is to ensure no long-term environmental effects occur. Environmental monitoring is needed for the following areas:

Ash- Monitoring consists of chemical testing to determine suitability of material for landfill placement.

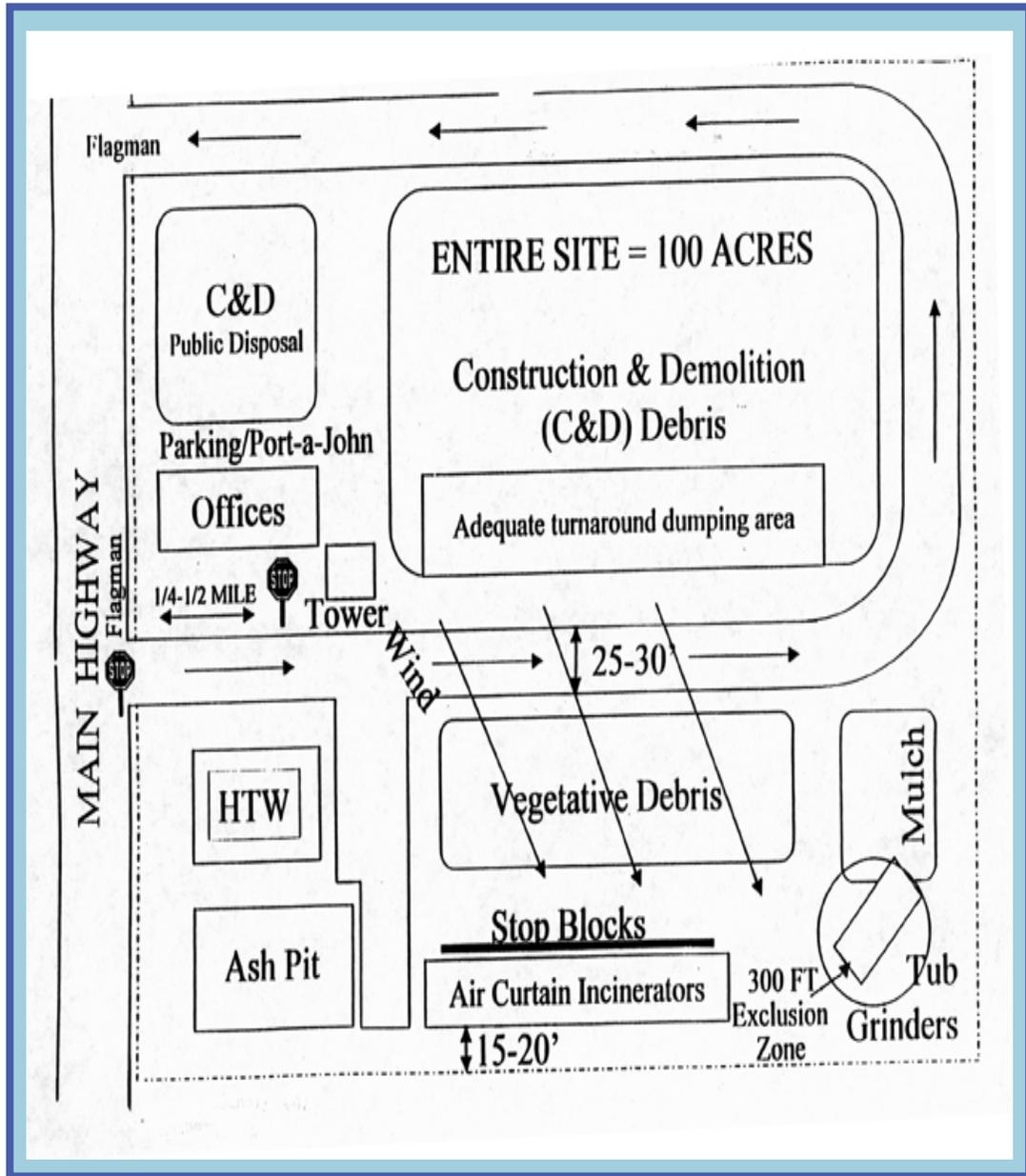
Soils- Monitoring consists of using portable meters to determine if soils are contaminated by volatile hydrocarbons. Contractors do monitoring if there has been a determination that chemicals such as oil or diesel has spilled on site.

Groundwater- Monitoring is done on selected sites to determine effects of rainfall leaching (leaking) through ash areas or stockpile areas.

Develop a checklist for site close out procedures. A sample checklist is included in this document.

### Sample TDSR Layout

The following is a sample layout for a Temporary Debris Storage & Reduction Site.



**Warren County TDSR Sites**

<b>SITE #</b>	<b>NAME OF SITE</b>	<b>LOCATION</b>	<b>JURISDICTION</b>	<b>APPROX SIZE</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

THIS CONTRACT is made this the \_\_ day of, 20\_\_, by and between \_\_\_\_\_  
\_\_\_\_\_ (herein referred to as "Contractor") and the **Municipality** a political subdivision  
of the State of \_\_\_\_\_ (herein referred to as "**Municipality**").

#### RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The **Municipality** plus recovery Technical Assistance to the appointed and elected officials resulting from a future storm or manmade event; and

WHEREAS, the **Municipality** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **Municipality** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of the **Municipality** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, Contractor has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **Municipality** and the Contractor have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

NOW THEREFORE, in consideration of the promises contained herein and acknowledge by both parties, the parties do agree as follows:

### 1.0 SERVICES

#### 1.0.1 Scope of Contracted Services:

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated debris (herein referred to as "debris")*, including hazardous and industrial waste materials and within the time specified within this Contract. Emergency clearance, debris removal, disposal, and demolition of structures will be limited to: 1) That which is determined to eliminate immediate threats to life, public health, and safety; 2) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by

the **Municipality**. Contracted services will only be performed when requested and as designated by the **Municipality**.

#### **1.1.0 Emergency Protective Measures Emergency Road Clearance:**

The Contractor may be requested to accomplish the cutting, tossing and/or clearance of debris from the primary transportation routes to allow emergency vehicles to traverse the roadways. The **Municipality** will determine route priorities for this clearance. The time and materials operational aspect of the scope of this contracted service should not exceed the first 70 hours of actual clearance work following a disaster event.

#### **1.2.0 Right-of-Way (ROW) Removal:**

The Contractor shall remove all debris from the ROW of the **Municipality** when directed to do so by the **Municipality**. This debris removal work will include 1) examining debris to determine whether or not the debris is eligible vegetative, construction and demolition or other debris, 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum. Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by the **Municipality**. The **Municipality** may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time or by others. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval of the **Municipality**. The Contractor maybe requested by the **Municipality** to remove debris from public areas which may include operational facilities, utility facilities and other land owned by the **Municipality**. The Contractor shall use reasonable care not to damage any public or private property not already damaged by the storm event. Should any property be damaged due to negligence on the part of the Contractor, the **Municipality** may either bill the Contractor for the damages or withhold funds due to the Contractor. Debris removal and delivered to a debris disposal site will be paid based on a cubic yard according to the prices found in Addendum 1 of this contract. Debris removed and delivered to an authorized landfill will be paid based on per cubic yard hauled according with the prices found in Addendum 1 of this contract.

#### **1.2.1 Geographic Assignment:**

The geographic boundary for work by the Contractor's crews shall be directed by the **Municipality** and will be limited to properties located within the **Municipality**'s legal boundaries.

#### **1.2.2 Multiple, Scheduled Passes (optional):**

The Contractor shall make scheduled passes at the direction of the **Municipality** and/or unscheduled passes of each area impacted by the storm event. The **Municipality** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **Municipality**.

#### **1.2.3 Operation of Equipment:**

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. Contractor should use mechanical equipment to load and reasonably compact debris into trucks and trailers. All loading equipment shall be operated from the road, street or ROW using buckets and/or

boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **Municipality**.

#### **1.2.4 Certification of Load Carrying Capacity:**

The Contractor shall submit to the **Municipality** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **Municipality** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **Municipality**.

#### **1.2.5 Vehicle Information:**

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

#### **1.2.6 Security of Debris During Hauling:**

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

#### **1.2.7 Traffic Control:**

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

#### **1.2.8 Work Days/Hours:**

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week as directed by the **Municipality**. Adjustments to work days and/or work hours shall be as directed by the **Municipality** following consultation and notification to the Contractor.

#### **1.2.9 Hazardous and Industrial Wastes:**

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with State and Federal Hazardous and Industrial Materials Cleanup and Disposal requirements. The **Municipality** shall contract with a firm specializing in the management and disposal of such materials and waste.

#### **1.2.10 Stumps:**

All hazardous/eligible stumps identified by the **Municipality** will be pulled, loaded, transported, stored, reduced and disposed in accordance with FEMA standards. All stumps with a diameter of 24 inches or smaller will be documented, invoiced and paid as cubic yard debris in accordance with FEMA Recovery Policy RP9523.11.

**1.2.11 Work Safety:**

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **Municipality** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

**1.2.12 Inspection and Testing:**

All debris shall be subject to adequate inspection by the **Municipality** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **Municipality** will, at all times, have access to all work areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

**1.2.13 Monitoring:**

The **Municipality** may assign Monitors at the load sites to oversee the Contractor's debris operations. Monitors would verify all information on the load ticket and the Loading Site Monitor's signature would be needed to have a valid load ticket.

**1.2.14 Accountable Debris Load Tickets:**

The **Municipality** shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s). They should include the following

- Date
- Preprinted Number
- Hauler's name
- Truck number
- Truck capacity in cubic yards
- Load percentage full, as assigned the **Municipality**
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed other
- Point of origin for debris collected and time loaded
- Dumpsite location and time dumped

**1.2.15 Reports:**

The Contractor shall submit periodic, written reports to the **Municipality** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

- **Daily Reports:**

The daily reports may detail the location where passes for debris removal were

conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

- **Weekly Summaries:**

A summary of all information contained in the daily reports as set out in Daily Report of this Contract or in a format required by the **Municipality**.

- **Report(s) Delivery:**

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **Municipality** in consultation with the Contractor.

- **Final Project Closeout:**

Upon final inspection and/or closeout of the project by the **Municipality**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **Municipality**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **Municipality** and/or Government.

**Additional Supporting Documentation:**

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may be required by the **Municipality** and/or Government to support requests for debris project reimbursement from external funding sources.

**1.3.0 Right-of-Entry (ROE) Removal (if implemented by the Municipality):**

The Contractor may be requested to remove ROE debris from private property with due diligence, as directed by the **Municipality**. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.) The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities but the **Municipality** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services. The **Municipality** reserves the right to contract ROE with outside contractors as deemed necessary.

**1.4.0 Demolition of Structures (if implemented by the Municipality):**

The Contractor will remove structures designated for removal by and at the direction of the **Municipality**. The Contractor agrees to remove in a timely manner all structures as determined by the **Municipality** as set out in Section 1.1 of this Contract. The **Municipality** reserves the right to bid and contract structure demolition under separate contract with contractor or other contractors as deemed necessary.

**1.5.0 Private Property Waivers:**

The **Municipality** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.3.0 and 1.4.0 above.

**1.6.0 Disposal/ Temporary Debris Storage Sites**

The first part includes site setup/preparation and site closeout/restoration and shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Price Proposal Form. Site set-up/preparation/closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, lime rock or crushed concrete access roads, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition as direct by the **Municipality**.

The second part shall consist of managing the operations of a debris storage site(s) and performing debris reduction by air curtain incineration and or grinding of storm generated debris as directed by the **Municipality**. The Contractor shall provide equipment, operators, and laborers for debris storage site operations as specified by **Municipality**. Unit prices provided in Addendum 1 shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance and security bonds) all equipment under this contract. In addition, materials needed for Contractor's site setup/preparation/closeout/restoration (including rental or construction of the Inspection Towers) are to be included in these unit rates. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other associated costs.

#### **1.6.1 Types:**

The **Municipality** plans to use two (2) types of debris storage sites as needed. Vegetative debris storage sites will be primary devoted to the reduction of clean woody debris by either burning or grinding. Mixed debris and Construction & Demolition (C&D) debris storage sites will be operated as transfer points. Mixed and C&D debris will be deposited at these sites and then reloaded for final transport to an authorized landfill. Material coming into the Vegetative or C&D debris storage site(s) will be measured and paid for by a unit price measurement according to the Price Proposal Form. Materials removed and transported from a C&D debris storage site(s) will be measured and paid by a unit price measurement according to rates found in Addendum 1 of this contract.

#### **1.6.2 Locations of debris management sites:**

Locations of all debris storage sites will be provided by the **Municipality**. The **Municipality** must approve site improvements before work begins and any costs, other than those found in Addendum 1 of this contract.

#### **1.6.3 Contractor's Debris Site Management Plan:**

Once the debris storage site(s) is/are identified by the **Municipality**, the Contractor will prepare and provide a Site Management Plan for review and approval by the **Municipality** prior to beginning work. A minimum of three (3) copies of the plan is required. The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Access to site
- Site management, to include point-of-contact, organizational chart, etc
- Site preparation, - clearing, erosion control, and grading
- Traffic control procedures
- Site Safety

- Site Security
- Site Layout/Segregation of debris
- Hazardous waste material plan
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
- Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with NC Division of Solid Waste and Air Quality Control.
- Location of existing structures or sensitive areas requiring protection
- Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
- All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.

The Contractor shall provide all utilities, sanitation facilities, as required. The Contractor shall protect existing structures and natural resources at the site(s) and repair any damage caused by the Contractor's operations at no additional cost to the **Municipality** or any other Governmental Identity.

#### **1.6.4 Inspection Tower:**

The Contractor shall construct an inspection tower at each debris storage site as requested by the **Municipality**. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with approved **Municipality** building standards and shall be inspected by the **Municipality** building inspector's office.

#### **1.6.5 Household Hazardous Waste Issues:**

The Contractor will be required to construct a containment area at each debris storage site. This containment area will be consisted of an earth berm with a non-permeable soil liner and 4" of sand. This area shall be 30' x 30'. The HHW containment area must be covered at all times with a non-permeable cover.

Any material found that is classified as HHW shall be reported immediately to the **Municipality**. This material shall be segregated from the remaining debris using a method that will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area. Disposal of HHW debris will be by separate contract.

#### **1.6.6 Contractor HHW Spills:**

The Contractor shall be responsible for reporting to the **Municipality** and cleaning up all HHW spills caused by the Contractor's operation at no additional cost to the **Municipality** or any other governmental identity. Immediate containment action shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills other than the site shall be reported to the **Municipality** Emergency Management Coordinator and to the **Municipality** for this project immediately following discovery. A written follow-up shall be submitted to the **Municipality** coordinator not later than seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/state reportable, and when and to whom it was reported.
- Exact time and location and spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communication the CONTRACTOR has had with press, agencies, or government officials other than the **Municipality**.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

#### **1.6.7 Operations Requirements:**

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor to include maintaining all OSHA safety records and inspections as may be required for this type of service. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

The Contractor shall be responsible for installing site security measures and maintaining security for the operation at the site.

The Contractor shall be responsible for fire protection and shall manage the site to minimize the risk of fire.

#### **1.6.8 Contractor Temporary Debris Storage Site Foreman (if required):**

The debris storage site foreman and/or night foreman is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety. All night operations must be approved by the **Municipality**, which may be limited primarily to burning if approved by the appropriate authority.

The Contractor's Debris Storage Site Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the **Municipality**.

#### **1.6.9 Debris Storage Site Monitoring:**

The Contractor and the **Municipality's** Monitor will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris as approved by the **Municipality**. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will

be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **Municipality** for such loads. The Contractor and the **Municipality's** Monitor will inspect each load to verify the volume of eligible debris that has been hauled to the staging site. The **Municipality's** Monitor will note on the load ticket the verified debris capacity hauled to the staging site. The **Municipality's** Monitor signature is required on all valid load tickets. If the Contractor is continually not in agreement with the **Municipality's** Monitor regarding inspections the Contractor should contact the **Municipality's**. All unloading of debris should stop until an agreement can be reached.

#### **1.6.10 Inspection and Testing of Debris Site Operations:**

All Debris Storage Site operations shall be subject to inspections by the **Municipality** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **Municipality** will, at all times, have access to all work areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

#### **1.6.11 Reporting:**

The Contractor shall submit a report to the **Municipality** by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:

Contractor's Name

Contract/Task Order Number

Daily and cumulative hours for each piece of equipment, if appropriate

Daily and cumulative hours for personnel, by position, if appropriate

Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)

Any problems encountered or anticipated

Failure to provide audit quality information will subject CONTRACTOR to non-payment in each instance at the sole discretion of the **Municipality**.

## **2.0 PERFORMANCE OF SERVICES**

### **2.1 Description of Service:**

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **Municipality** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **Municipality**.

### **2.2 Cost of Services:**

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **Municipality**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

**2.3 Matters Related to Performance:****2.3.1 Subcontractor(s):**

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall submit a subcontract plan including a clear description of the percentage of the work the contractor may subcontract out. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **Municipality**. The Contractor shall supply the names and addresses of subcontractors for approval and materials suppliers when requested to do so by the **Municipality**. Notwithstanding, the Contractor will be expected to use fully qualified and properly equipped local firms, including Minority/Women Business Enterprises, to maximum extent practicable.

**2.3.2 Indemnification:**

The Contractor agrees to indemnify, hold harmless and defend the **Municipality** from and against any and all liabilities, suits, actions, legal proceedings, claims demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

**2.3.3 Insurance(s):**

The Contractor agrees to keep the following Insurance in full force and effective during the term of this Contract. The Contractor must also name the **Municipality**, as additional insured, while working within the boundaries of the **Municipality**.

**2.3.4 Worker's Compensation:**

This coverage is required if the Contractor employs individuals on either a full or part-time basis to perform the contracted services.

Coverage A Statutory State Requirements  
Coverage B \$1,000,000

**2.3.5 Automobile Liability:**

Bodily Injury \$1,000,000 each person \$1,000,000 each accident  
Property Damage \$1,000,000 each accident

**2.3.6 Comprehensive General Liability:**

Bodily Injury \$1,000,000 each person \$2,000,000 aggregate  
Property Damage \$1,000,000 each accident \$2,000,000 aggregate

**2.3.7 Insurance Cancellation / Renewal:**

The Contractor will notify the **Municipality** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided

to the **Municipality** at least ten (10) days following coverage renewals or changes.

### 3.0 STANDARDS OF PERFORMANCE

#### 3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Representative report to the **Municipality's** designated Contract Representative within 24 hours following the execution of this Contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

#### 3.2 Mobilization:

When the 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 50% of the required resources within 48 hours and 100% of the required resources within 72 hours to commence and conduct these contracted services.

#### 3.3 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract. A completion date will be determined once the extent of damage has been determined and a time frame will be put in place to be followed.

#### 3.4 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

#### 3.5 Extensions (optional):

In as much as this is a "time is of the essence" based Contract; the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **Municipality**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **Municipality** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

#### 3.6 Term of Contract:

The term of the Contract shall be for two (2) consecutive years beginning on the date of acceptance by and signatures of the **Municipality** and Contractor, whichever comes later.

#### 3.7 Contract Termination:

This Agreement may be terminated by the Contractor upon sixty (60) days prior written notice to the **Municipality** in the event of substantial failure by the **Municipality** to perform in accordance with the terms of the Agreement through no fault of the Contractor. It may also be terminated by the **Municipality** with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Agreement, the Contractor shall be paid for services rendered to the **Municipality** satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the **Municipality**, the Contractor shall:

- a) Stop work on the date and to the extent specified.
- b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c) Transfer all work in process, completed work, and other material related to the terminated work to the **Municipality**.
- d) Continue and complete all parts of the work that have not been terminated.

#### **4.0 GENERAL RESPONSIBILITIES**

##### **4.1 Other Agreements:**

The **Municipality** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements.

##### **4.2 Municipality Obligations:**

The **Municipality** shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written "Notice To Proceed". A representative will be designated by the **Municipality** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written "Notice To Proceed". The **Municipality** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **Municipality** with the development of debris-based PSA(s), if requested.

##### **4.3 Conduct of Work:**

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the **Municipality**. The Contractor shall have and require strict compliance with a written Code of Ethics.

##### **4.4 Supervision:**

The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **Municipality** Authorized Representative shall be as binding as if given to the Contractor.

##### **4.5 Damages:**

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors.

##### **4.6 Other Contractor(s):**

The Contractor shall acknowledge the presence of other contractors involved in disaster response and

recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

**4.7 Ownership of Debris (optional):**

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste. Disposal plans of this debris must still be given to the **Municipality** and all debris must be disposed of in accordance with all Federal and State laws.

**5.0 GENERAL TERMS AND CONDITIONS**

The Contractor shall, to every extent possible, give priority to utilizing resources within the **Municipality**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

**5.1.0 Other Agencies:**

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

**5.2.0 Cost, Prices, and Payments:**

**5.2.1 Price for Emergency Push / Road Clearance:**

The Contractor will invoice the **Municipality** and be paid for this contracted service in accordance with the rates as set out in Addendum 1 (Sections B and C).

**5.2.2 Unit Price for Debris:**

The unit price per cubic yard includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization (plus ROE site work, if applicable) as directed by the **Municipality** in accordance with the rates as set out in Addendum 1 (Sections A).

**5.2.3 Billing Cycle:**

The Contractor shall invoice the **Municipality** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

**5.2.4 Payment Responsibility:**

The **Municipality** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in this Contract and process said invoices for payment within 10 business days. The **Municipality** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

**5.2.5 Tipping Fees:**

All Tipping Fees paid by the Contractor will be reimbursed at cost to the Contractor by the **Municipality** upon submittal of receipts in the billing period as stated as set out in Sections 5.2.3 and 5.2.4 above. These fees should not be reflected in the unit price(s) of this contract.

**5.2.6 Ineligible Work:**

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of

any material or stumps as may be determined by the Municipality and/or Government as ineligible debris.

#### **5.2.7 Price/Service Negotiations:**

Unknown and/or unforeseen events or conditions may require an adjustment to the stated prices of this Contract. Any amendments, extensions or changes to the scope of contracted services or prices are subject to full negotiation(s) between the Municipality and the Contractor and subject to the review of the Government. Any amendments, extensions or changes to the scope of this contracted agreed upon shall, be put in writing, signed by both parties and dated before it becomes effective.

#### **5.2.8 Specialized Services:**

The Contractor may invoice the Municipality for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the Municipality. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the Municipality.

#### **5.2.9 Confidentiality:**

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Municipality.

### **6.0 MISCELLANEOUS**

#### **6.1 Notice:**

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

To Contractor at: \_\_\_\_\_

(Address)

(City, State, Zip Code)

To Municipality \_\_\_\_\_

(Address)

\_\_\_\_\_  
(City, State, Zip Code)

#### **6.2 Applicable Law:**

The laws of the State of North Carolina shall govern this Contract.

#### **6.3 Entire Contract:**

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties.

#### **6.4 Waiver:**

In the event one of the parties waives a default by the other, such a waiver shall not be construed or

deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

**6.5 Severability:**

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **Municipality** has caused this Contract to be signed in its legal corporate name by persons authorized to execute said Contract as of the day and year first written above on page one

**CONTRACTOR:**

**MUNICIPALITY NAME:**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Name – Title

\_\_\_\_\_  
Name – Title

**ADDENDUM 1 PRICING**

**A. DEBRIS REMOVAL, PROCESSING AND DISPOSAL.**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT	
1	Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site(TDSRS)	\$	CY	
2	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS)and Hauling to Final Disposal Site	\$	CY	
3	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site	\$	CY	
4	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site	\$	CY	
5	Processing (Burning) of Debris at TDSRS or Final Disposal Site	\$	CY	
6	Pick Up and Haul of White Goods to Disposal Site within County	\$ 25.00	UNIT	
7	Pick Up and Disposal of Hazardous Material	\$	LB	
8	Freon Management and Recycling	\$ 25.00	UNIT	
9	Sand Removal, Screening and Return to Beach	\$	CY	
10	Dead Animal Collection, Transportation and Disposal	\$	LB	
	<b>Hazardous Stump Removal &amp; Hauling to Disposal Site</b>			
11	24 inch diameter to 47.99	\$ 82.00	STUMP	
12	48 inch diameter and greater	\$ 140.00	STUMP	
	<i>The following items shall be billed on a Time and Material (T&amp;M) basis according to Schedules B_&amp;_C_on_the following pages:</i>			
	Emergency Road Clearance	T&M		
	Debris removal from water bodies (bays, rivers, streams, canals, lakes)	T&M		
	Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property(other than Right-of-Way)	T&M		
	Leaning Trees/Hanging Limbs/Tree-off Program	T&M		
	Demolition of Structures	T&M		

**ADDENDUM 1 PRICING**

**B. EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
Wheel Loader with debris grapple	Hour	\$
Wheel-Loader with debris grapple	Hour	\$
Extendaboom Forklift with debris grapple	Hour	\$ 83.75
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 54.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 48.00
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$ 70.00
30 - 50 HP Farm Tractor with box blade or rake	Hour	\$ 58.50
2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	\$ 146.25
3 - 4 cu. yd. Articulated Loader with bucket	Hour	\$ 191.25
JD 648E Log Skidder, or equivalent	Weekly	\$ 5,000.00
Dozer 60-69 HP	Hour	\$ 117.50
Dozer 140-150 HP	Hour	\$ 172.50
Dozer 200-250 HP	Hour	\$ 450.00
CAT125 - 140 HP Motor Grader	Hour	\$
44K lb Hydraulic Excavator	Hour	\$ 187.50
44K lb Hydraulic Excavator with thumb bucket	Hour	\$ 226.25
Backhoe 126 HP	Hour	\$ 116.25
Backhoe 98 HP	Hour	\$ 81.25
Standard Backhoe (2WD) 65 HP	Hour	\$ 62.50
Carry Deck Crane Boom Truck Diesel 15 Tons	Hour	\$ 300.00
Elevating Scraper	Hour	\$ 175.00
12" Chipper	Hour	\$ 98.75
300 - 400 Tub Grinder	Hour	\$
800 -1,000 HP Diamond Z Tub Grinder	Hour	\$
30 Ton Crane (4 Hour Minimum)	Hour	\$ 115.00
50 Ton Crane (4 Hour Minimum)	Hour	\$ 140.00
100 Ton Crane (8 hour minimum)	Hour	\$ 235.00
40 - 60' Bucket Truck	Hour	\$
Service Truck	Hour	\$
3700 Gallon Water Truck	Hour	\$ 90.00
Portable Light Plant	Hour	\$ 18.75
Lowboy Trailer	Hour	\$
Pickup Truck, unmanned (\$0.59/Mile)	Hour	\$ 2.50
Self-loading Dump Truck with knuckleboom and debris grapple	Hour	\$
Dump Truck, 12-14 Cu. Yd.	Hour	\$ 112.00
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$
Off-Road Articulated Dump Truck 22 Cu. Yd.	Hour	\$ 616.00
Dump Truck 2 Ton 6 Cu. Yd.	Hour	\$ 90.00
Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	\$
Track Mounted Power Screening Plant	Weekly	\$ 2,750.00
Stacking Conveyor	Hour	\$ 56.25

Off Road Trucks	Hour	\$ 118.75
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**ADDENDUM 1 PRICING**

**C. LABOR AND MATERIAL RATES**

<b>Personnel Description</b>	<b>Unit</b>	<b>Price</b>
Operations Manager	Hour	\$
Superintendent with truck, phone, and radio	Hour	\$
Foreman with truck, phone, and radio	Hour	\$
Safety/Quality Control Inspector with vehicle, phone, and radio	Hour	\$
Inspector with vehicle, phone, & radio	Hour	\$
Climber with gear	Hour	\$
Saw Hand with chainsaw	Hour	\$
Laborers & Flagmen	Hour	\$
Timekeeper	Hour	\$
<b>Materials Description</b>	<b>Unit</b>	<b>Price</b>
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$ 18.00

