

APPENDIX I

CONTRACT SCOPES OF WORK

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**APPENDIX I
CONTRACT SCOPES OF WORK**

Tab 1

**SAMPLE SCOPE OF WORK FOR
EQUIPMENT LEASING CONTRACT**

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**SCOPE OF WORK
FOR
EQUIPMENT LEASING FOR CLEARING OF DEBRIS
RELATED TO
[NAME/NATURE OF DISASTER]
AT, IN, OR NEAR
[LOCATION OF RECOVERY EFFORTS]**

1. GENERAL.

The purpose of this contract is to provide debris clearing and removal response assistance to [LOCATION; I.E. “North Carolina counties” or “Mobile and Baldwin Counties in Alabama”] which have been declared disaster areas by the President because of the effects of [NAME OF DISASTER].

2. SERVICES.

2.1. The Contractor shall provide specified equipment ,with operators, and laborers for debris removal. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) the following:

[INSERT QUANTITY AND DESCRIPTION FROM EQUIPMENT LIST]

2.2. The Contractor shall provide the crews for [INITIAL TIME; I.E. “two weeks”] with a Government option to extend for up to an additional [EXTENSION TIME; I.E. “one week”].

2.3. All hourly equipment rates include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel.

2.4. All hourly manpower rates include the cost of protective clothing (to include hard-hats and steel toed boots), fringe benefits, hand tools, supervision, transportation and any other costs.

2.5. The work shall consist of clearing and removing any and all “eligible” debris (see section 3.0 for a definition of eligible debris) as directed by the Contracting Officer’s Representative (COR). Work will include: 1) loading the debris, 2) hauling the debris to an approved dumpsite, and 3) dumping the debris at the dumpsite. Ineligible debris will not be loaded, hauled, or dumped under this contract. This work will involve primarily clearing the right-of-way (ROW) of streets and roads.

2.6. The Contractor shall not move from one designated work area to another designated work area without prior approval from the COR.

2.7 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

2.8. The Contractor shall comply with EM 385-1-1.

3. DEBRIS CLASSIFICATION.

3.1. Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications Burnable, Non-Burnable, and Recyclable. Debris that is classified Hazardous or Toxic is not to be transported by this contract.

3.2. Burnable Debris. Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; tree stumps with base cut measurements less than two (2) feet; untreated structural timber; untreated wood products; and brush.

3.3. Non-Burnable Debris. Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non wood building materials; and carpeting; recyclable debris including metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil.

3.4. Hazardous Toxic Waste (HTW). Hazardous or toxic materials or waste such as petroleum products, paint products, asbestos, electrical transformers, and known or suspected hazardous materials shall be removed by others. Coordination for hazardous debris removal is the responsibility of the Government.

4. DUMPSITES.

4.1. The Contractor shall use only debris dumpsites designated and approved by the COR.

4.2. All dumping operations shall be directed by the dumpsite operator. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.

5. PERFORMANCE SCHEDULE.

5.1. The Contractor shall commence mobilization immediately upon award of the contract and designation of work areas by the COR and will commence debris removal operations within 24 hours of Notice to Proceed.

5.2. The Contractor shall work during daylight hours for [INSERT] hours per day, [INSERT] days per week.

6. EQUIPMENT.

6.1. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. All extensions are subject to acceptance or rejection by the Contracting Officer's representative. Equipment will be inspected prior to its use by the Contractor using applicable Corps of Engineers Forms. The Forms will be provided to the Government after completion.

6.2. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. A total of [QUANTITY] signs will be provided by the Government and are to be returned to the Government prior to issuance of final payment. A fee of \$[AMOUNT] will be assessed against the final payment for each lost sign.

6.3. Prior to commencing debris removal operations, the Contractor shall present to the Government's representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer. Each truck or trailer will also be numbered for identification. The government reserves the right to re-measure trucks and trailers at any time during the contract and to use re-measurements as the basis for calculating loads for payment purposes.

6.4. Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

7. REPORTING.

7.1. The Contractor shall submit a report to the COR by close of business each day of the term of the contract. Each report shall contain, at a minimum, the following information:

- a) Contractor's Name
- b) Contract Number
- c) Daily and cumulative hours for each piece of equipment
- d) Daily and cumulative hours for personnel, by position

8. OTHER CONSIDERATIONS.

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

8.2. The Contractor must be duly licensed in accordance with the state's statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the COR prior to issuance of a notice to proceed.

8.3. The Contractor shall be responsible for taking corrective action for any notices of violations issued as a result of the Contractors or any subcontractors actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government.

8.4. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in additional

to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area.

9. PAYMENT.

9.1. The Contractor will be entitled to invoice for 60% of the mobilization and demobilization line item after all equipment is delivered to the designated work site. The remaining 40% will be due after all equipment is removed from the work site, all vehicle signs have been returned to the government, and the contractor has submitted a proper invoice.

9.2. Payment for work completed will be based on verified hours worked from the daily operational report. Equipment down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes of a work hour will be considered unacceptable work and non-payment for one half of that hour and the number of work hours will be reduced to exclude the down time (the minimum reduction shall be one-half hour).

9.3. All payments made under this contract will be in accordance with PAYMENTS clauses located in other sections of this contract.

10. OPTIONS.

10.1 The option items listed in Schedule B (the bid Schedule) are for the purpose of extending this contract for seven (7) days at a time. These options will be exercised at the discretion of the Government in accordance with the OPTION TO EXTEND SERVICES clause located elsewhere in this contract .

11. ATTACHMENTS.

11.1 Daily Report Format

11.2 Sample Bidding Schedule

11.3 Operations Report

DAILY REPORT

| CONTRACTOR: CONTRACT NO. : | | | | | DATE OF REPORT: | |
|-------------------------------|----------|-----------------|-------------|----------------|-----------------|--|
| Truck No. | Capacity | Burn site trips | C.Y. Totals | Landfill trips | C.Y. Totals | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | | | | | | |
| | | | | | | |
| | | | | | | |
| DAILY GRAND | | | C.Y. | | C.Y. | |
| TOTALS | | | | | | |

CONTRACT NO. _____

BIDDING SCHEDULE

| ITEM | DESCRIPTION | HOURS | U/I | U/P | AMOUNT |
|------|--|--------------|-----|-----|--------|
| 001 | Mobilize Equipment/Demobilize Equipment | JOB | | | |
| 002 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 140.00 | | | |
| 003 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 140.00 | | | |
| 004 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 140.00 | | | |
| 005 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 140.00 | | | |
| 006 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 140.00 | | | |
| 007 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 140.00 | | | |
| 008 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 140.00 | | | |
| 009 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 140.00 | | | |
| 010 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 140.00 | | | |
| 011 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 140.00 | | | |
| 012 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 140.00 | | | |
| 013 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 140.00 | | | |
| 014 | One (1) Loader, Front-end, 3-5 yd ³ capacity, with Operator | 140.00 | | | |
| 015 | One (1) Loader, Front-end, 3-5 yd ³ capacity, with Operator | 140.00 | | | |
| 016 | One (1) Knuckleboom, 10 ton lifting capacity, with Operator | 140.00 | | | |
| 017 | Four (4) Laborers with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.) | 140.00 | | | |
| 018 | One (1) Truck, Pickup, 1/2-1 Ton, with crew foreman, and cellular phone. | 140.00 | | | |
| 019 | One (1) Track Hoe, 2-3 yd ³ bucket with operator | 100.00 | | | |
| 020 | One (1) Low Bed Equipment Trailer , 20 Ton capacity, and Tractor Truck with operator | 70.00 | | | |
| | | TOTAL | | | |

CONTRACT NO. _____

| BIDDING SCHEDULE | | | | | |
|----------------------------|--|--------------|-----|-----|--------|
| ITEM | DESCRIPTION | HOURS | U/I | U/P | AMOUNT |
| FIRST OPTION PERIOD | | | | | |
| 021 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 70.00 | | | |
| 022 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 70.00 | | | |
| 023 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 70.00 | | | |
| 024 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 70.00 | | | |
| 025 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 70.00 | | | |
| 026 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 70.00 | | | |
| 027 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 70.00 | | | |
| 028 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 70.00 | | | |
| 029 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 70.00 | | | |
| 030 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 70.00 | | | |
| 031 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 70.00 | | | |
| 032 | One (1) Truck, Dump, 16-20 yd ³ capacity, with Operator | 70.00 | | | |
| 033 | One (1) Loader, Front-end, 3-5 yd ³ capacity, with Operator | 70.00 | | | |
| 034 | One (1) Loader, Front-end, 3-5 yd ³ capacity, with Operator | 70.00 | | | |
| 035 | One (1) Knuckleboom, 10 ton lifting capacity, with Operator | 70.00 | | | |
| 036 | Four (4) Laborers with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.) | 70.00 | | | |
| 037 | One (1) Truck, Pickup, 1/2 -1 Ton, with crew foreman, and cellular phone. | 70.00 | | | |
| 038 | One (1) Track Hoe, 2-3 yd ³ bucket, with operator | 50.00 | | | |
| 039 | One (1) Low Bed Equipment Trailer, 20 Ton capacity, and Tractor Truck, with operator | 35.00 | | | |
| | | TOTAL | | | |

CONTRACT NO. _____

OPERATIONAL REPORT

| EQUIPMENT | TOTAL HOURS WORKED THIS DAY | TOTAL HOURS IDLE THIS DAY |
|------------------|--|--------------------------------------|
| DUMP TRUCK # | | |
| F.E. LOADER# | | |
| F.E. LOADER# | | |
| DOZER # | | |
| TRACK HOE # | | |
| KNUCKLEBOOM # | | |
| KNUCKLEBOOM # | | |
| KNUCKLEBOOM # | | |
| PICKUP TRUCK # | | |
| LABOR CREW # | | |

CONTRACTOR _____

GOV'T INSPECTOR CERTIFICATION _____

NOTE – PICKLIST TO BE ENTERED HERE

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**APPENDIX I
CONTRACT SCOPES OF WORK**

Tab 2

**SAMPLE SCOPE OF WORK FOR
SITE MANAGEMENT FOR DEBRIS REDUCTION**

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**SCOPE OF WORK
FOR
SITE MANAGEMENT FOR DEBRIS REDUCTION
RELATED TO
[NAME/NATURE OF DISASTER]
AT, IN, OR NEAR
[LOCATION OF RECOVERY EFFORTS]**

1.0 GENERAL

1.1 The purpose of this contract is to provide site management and reduction of debris generated as a result of [NAME OF DISASTER] in [DISASTER LOCATION; I.E. “North Carolina counties” or “Mobile and Baldwin Counties in Alabama”] which have been declared disaster areas by the President because of the effects of [NAME OF DISASTER].

1.2 The Contractor shall manage and operate the debris reduction site located at [SITE LOCATION]. The site is approximately [SIZE] acres in total area. An outline of the site location is shown in the attached map.

1.3 Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to accept, process, reduce, incinerate, and dispose of disaster related debris. The debris to be processed consists primarily of burnable debris, with variable amounts of non-burnable included. Segregation of debris into various categories will be required.

1.4 Reduction of burnable debris shall be through air-curtain incineration. [INCLUDE OR DELETE NEXT TWO SENTENCES] Reduction of burnable debris may also be accomplished through chipping/grinding. Reduction by this means, however, 1) must be at the same rate as indicated for incineration, and 2) disposal of the chips/mulch would be the responsibility of the Contractor, and 3) shall be done at no increased cost to the Government.

2.0 SERVICES

2.1 Contractor will establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater. Contractor shall set up plastic liners under stationary equipment such as generators and mobile lighting plants unless otherwise directed by the Contracting Officer’s Representative (COR).

2.2 Contractor shall be responsible for establishing site layout.

2.3 Contractor will be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures. The Contractor shall comply with EM 385-1-1.

2.4 Contractor shall manage the site to accept debris collected under other contracts. Contractor shall direct traffic entering and leaving the site, and shall direct dumping operations at the site.

2.5 Contractor shall be responsible for sorting and stockpiling of debris at the site. Debris shall be segregated into 1) burnable debris, 2) non-burnable debris, 3) hazardous and toxic waste, and 4) ash

residue. Further segregation of non-burnable debris, such as recyclable material or durable goods may be necessary. Debris classifications are defined in Section 3.0.

2.6 Contractor shall be responsible for disposal of non-burnable debris and ash residue. Non burnable debris and ash shall be hauled to [NAME OF SITE OR LANDFILL, *NOTE: SITE MUST HAVE SCALES.*] for disposal. [SELECT ONE OF THE FOLLOWING SENTENCES] Tipping fees will be [PRICE PER TON] and will be the responsibility of the contractor for payment. [OR] Tipping fees will be the responsibility of the government. Removal of hazardous and toxic waste from the reduction site, including loading of hazardous and toxic waste at the site, will be performed under a separate contract.

2.7 Upon completion of the debris reduction process, the Contractor will clear the site of all debris (excluding hazardous and toxic waste) and restore the site to the satisfaction of the COR.

2.8 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

3.0 DEBRIS CLASSIFICATION

3.1 Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications Burnable, Non-Burnable, and Hazardous and toxic waste.

3.2 Burnable Debris. Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; and brush.

3.3 Non-Burnable Debris. Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non wood building materials; and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil.

3.4 Hazardous Toxic Waste (HTW). Hazardous or toxic materials or waste such as petroleum products, paint products, asbestos, electrical transformers, and known or suspected hazardous materials shall be removed by others. Coordination for hazardous debris removal is the responsibility of the Government.

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

3.6 Ash. Ash is the residue produced by incineration of the burnable debris. When handling ash, it will be required to “wet down” the ash to prevent dust problems.

3.7 Chips/Mulch. Chips and mulch are the end product of chipping or grinding wood products. Proper disposal of chips and mulch is to find environmentally-friendly (non-landfill disposal) use for the material.

3.8 Hazardous Toxic Waste (HTW) Debris. Hazardous or toxic materials or waste such as petroleum products, paint products, asbestos, electrical transformers, and known or suspected hazardous materials that mistakenly enter the waste stream shall be placed in an appropriate storage area for removal by others.

4.0 PERFORMANCE SCHEDULE

4.1 Immediately following Bid Opening, the apparent low bidder will meet with the COR to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.

4.2 Schedule. The Contractor shall begin preparation for mobilization immediately after Notice to Proceed and be fully operational within [HOURS] hours after Notice to Proceed.

4.3 Production. The Contractor is required to process a minimum of [RATE] ,[*NOTE: MOST INCENERATORS BURN 150 TO 180 CY PER HOUR, ALLOW 4 HOURS DOWN TIME FOR SERVICE/ASH REMOVAL PER 24 HOURS*] cubic yards of debris per calendar day. The minimum required reduction/disposal rate shall be achieved no later than the second calendar day after receipt of Notice to Proceed. This minimum production rate is increased to [INCREASED RATE] in the event that the Government exercises the option for additional reduction capacity. Liquidated damages shall be assessed at \$[AMOUNT] per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site.

4.4 Completion. All work, including site restoration prior to close-out, shall be completed within [DAYS] calendar days after receiving notice from the COR that the last load of debris has been delivered, unless the Government initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$[AMOUNT] per calendar day for any time over the maximum allowable time established above.

5.0 EQUIPMENT

5.1 The Contractor shall provide all equipment necessary to prepare the site, stockpile the debris, feed the air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal all non-burnable debris and ash residue, and any other equipment which may be necessary for the performance of this contract. The Contractor shall comply with EM 385-1-1.

5.2 All equipment must be in compliance with all applicable federal, state, and local rules and regulations. All equipment and operator qualifications will meet the requirements of EM 385-1-1. Equipment will be inspected prior to its use by the Contractor using the applicable Corps of Engineers Forms (i.e. SAD Form 1666R). The completed forms will be provided to the Government.

5.3 Prior to commencing debris reduction and disposal operations, the Contractor shall present to the Contracting Officer or his representative, the COR, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower,(including all air-curtain incinerators).

5.4 Equipment which is designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled or processed for others with debris hauled or processed under this contract.

5.5 Reduction of burnable debris may be by either air-curtain pit burning or portable-air curtain incinerators. Section 6.0 specifies requirements for air-curtain pit burning. Section 7.0 specifies requirements for portable air-curtain incinerators.

[DELETE NEXT SECTION IF CHIPPING/GRINDING/MULCHING NOT ALLOWED IN CONTRACT]

5.6 Reduction of burnable wood debris may also be accomplished by chipping and grinding, provided the processing rate given in Section 4.3 can be maintained. Section 8.0 specifies requirements for chipping and grinding procedures.

6.0 AIR-CURTAIN PIT BURNING

[SELECT ONE OF THE NEXT TWO PARAGRAPHS AND DELETE THE OTHER, DEPENDENT UPON WHETHER THE PIT IS TO BE CONSTRUCTED ABOVE GROUND OR DUG DOWN, BASED ON WATER TABLE]

[BELOW-GRADE PIT; LOW WATER TABLE]

6.1 The air-curtain pit burning method incorporates an earthen pit, constructed by digging below grade, and a blower. The blower and pit make up an engineered system which must be precisely configured to properly function. The blower must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to compliment the blower. The composition and operation of the air-curtain pit incinerator(s) shall conform generally to the drawings in Figures 1 and 2 of this scope of work.

[ABOVE-GRADE PIT; HIGH WATER TABLE]

6.1 The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system which must be precisely configured to properly function. The blower must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to compliment the blower. The composition and operation of the air-curtain pit incinerator(s) shall conform generally to the drawings in Figures 1 and 2 of this scope of work.

6.2 Minimum required air velocity measured at the nozzle is 8,800 ft/min (100 mph). Minimum air flow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a 20 ft long pit would require a blower with a nozzle velocity of 8,800 ft/min and nozzle output rate of 18,000 cfm. This example is intended for explanation purposes only, and does not imply a recommended pit length for actual operations.)

6.3 The pit should be a maximum of 8 feet wide, and should be from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.

6.4 Pits must be constructed out of a highly compactable material that will hold its shape and support the weight of the loading equipment. There shall be an impervious layer of clay or limestone on the bottom of the pit to provide a barrier for ground water protection. This layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.

6.5 There is to be a minimum distance of 100 feet between the burn area and the nearest debris piles. There is to be a minimum distance of 1000 feet between the burn area and the nearest building. Contractors are responsible for assuring that the public and workers are kept a safe distance from the burn site.

6.6 The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash.

6.7 The burn pits must be made of limestone or other highly compactable material and be capable of supporting the wheel weight of the loading equipment. There should be an impervious layer of clay or limestone on the bottom of the pit to attempt to seal the ash from the aquifer. This impervious layer should be at least one foot thick, and should be repaired or replaced if scraped by bulldozers, excavators, or other equipment.

6.8 The ends of the pits must be sealed with dirt ash or other material to a height of four feet.

6.9 A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six inches from the edge of the pit.

6.10 There should be one-foot high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.

6.11 No hazardous or contained-ignitable material is to be dumped into the pit.

6.12 The air flow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the air flow, except during dumping.

6.13 The length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.

6.14 The contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures can be used depending on site conditions.

6.15 Emissions must meet state and federal standards for burning operations.

6.16 The Contractor shall be responsible for dust control while handling ash materials.

7.0 PORTABLE AIR CURTAIN INCINERATORS

7.1 Portable incinerators use the same principles as air-curtain pit systems. The primary difference being portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to compliment the blower systems. The composition and operation of the air-curtain pit incinerator(s) shall conform generally to the drawings in Figures 1 and 2 of this scope of work.

7.2 Minimum required air velocity measured at the nozzle is 8,800 ft/min (100 mph). Minimum air flow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a 20 ft long pit would require a blower with a nozzle velocity of 8,800 ft/min and nozzle output rate of 18,000 cfm. This example is intended for explanation purposes only, and does not imply a recommended pit length for actual operations.)

7.3 There is to be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles. There is to be a minimum distance of 1000 feet between the portable incinerator and the nearest building. Contractors must assure that the public and workers are kept a safe distance from the incinerator.

7.4 The burn will be extinguished at least two hours before removal of the ash.

7.5 There should be one-foot high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.

7.6 No hazardous or contained-ignitable material is to be dumped into the pit.

7.7 The contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures can be used depending on site conditions.

7.8 Emissions must meet state and federal standards for burning operations.

7.9 The Contractor shall be responsible for dust control while handling ash materials.

[DELETE ENTIRE NEXT SECTION IF CHIPPING/GRINDING NOT ALLOWED; IF THIS SECTION IS DELETED, REMAINING SECTION NEED TO BE RE-NUMBERED]]

8.0 CHIPPING AND GRINDING

8.1 If the Contractor chooses to use chipping/grinding as a method of debris reduction, it is the Contractor's responsibility to acceptably dispose of the chips or mulch, at no additional cost to the Government. Because the volume reduction achieved by chipping/grinding is not as great as the volume reduction achieved by incineration, disposal of the chips or mulch in a landfill is not an acceptable means of disposal. For disposal, the chips or mulch must be put to some benefit or use. The Contractor may provide or sell the chips or mulch to be recycled for use in agricultural mulch, fuel, or wood products.

8.2 The average chip size produced will be dependent on the needs of the end user, but typically should not exceed 4 inches in length and ½ inch in diameter.

8.3 Contamination: Contaminates are all materials other than wood products. Contaminates must be held to 10% or less for the chips or mulch to be acceptable. Plastics should be eliminated completely. To help eliminate contaminants, root rake loaders should be used to feed or crowd material to the chipper/grinder. Bucket loaders tend to scoop up earth, which is a contaminate. The use of hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders. The more contaminants, the more numerous the laborers. Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.

8.4 Storage: Chips/mulch should be stored in piles no higher than 15 feet, and meet all State and Local laws.

9.0 REPORTING

9.1 The Contractor shall submit a report to the COR no later than [TIME] each day. Each report shall contain, at a minimum, the following information:

- a) Contractor's Name
- b) Contract Number
- c) Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s).
- d) Daily estimate of HTW debris segregated, and cumulative amount of HTW placed in the designated holding area.
- e) Any problems encountered or anticipated.

10.0 SITE CONSIDERATIONS

10.1 Site Plan. The Contractor will provide a site operations plan for review and approval by the COR prior to beginning work. At a minimum, the plan will address the following:

- a) Access to site
- b) Site management, to include point-of-contact, organizational chart, etc.
- c) Traffic control procedures
- d) Site security
- e) Site safety
- f) Site layout/segregation plan
- g) HTW materials plan
- h) Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.

10.2 Site Preparation. The Contractor shall be responsible for preparing the site(s) to accept the debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and entrances. The Contractor shall provide utility clearances and sanitation facilities, if needed. The Contractor shall protect existing structures at the sites and repair any damage caused by his operations at no additional cost to the Government.

10.3 Site Security. The Contractor shall be responsible for installing site security measures and maintaining security for his operations at the site.

10.4 Fire Protection. The Contractor shall manage the site to minimize the risk of fire.

10.5 Ash Containment Area. The Contractor shall be responsible for the storage, removal, and containment of ash from all burning operations. The containment area will be “wetted down” periodically under this contract to prevent particles from becoming airborne.

10.6 Inspection Tower. The contractor shall construct an inspection tower. The tower shall be constructed using pressure treated wood. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be 8’ by 8’, constructed of 2”x 8” joists, 16” O.C. with ¾” plywood supported by four 6” x 6” posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2” x 4” studs and ½” inch plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6’-6” of head room below the support beams. Access shall be provided by wooden steps with a hand rail

10.7 Traffic Control. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. As a minimum, one flag person shall be posted at each entrance to direct traffic to the site.

10.8 Site Closure. The Contractor shall be responsible for the closure of the debris site within [INSERT] calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to pre-work conditions. The site will be restored in accordance with all State and Local requirements. The Contractor is responsible for the proper disposal of non-burnable debris, ash, and wood chips. Disposal of the HTW debris is not the responsibility of the Contractor under this contract. The Contractor shall receive approval from the COR as to the final acceptance of a site closure. Final payment shall be released to the Contractor upon acceptance by the Contracting Officer.

11.0 HAZARDOUS OR TOXIC WASTE ISSUES

11.1 The Contractor will be required to construct a containment area at the reduction site. This containment area will consist of a earthen berm with a non permeable soil liner. The HTW containment area must be covered at all times with a non permeable cover.

11.2 Any material which is found to be classified as HTW shall be reported immediately to the designated COR. This material shall be segregated from the remaining debris using a method which will allow the remaining non-HTW debris to be processed. All HTW debris will be moved and placed in the designated HTW containment area.

11.3 Disposal of the HTW debris will be by separate contract.

12.0 CONTRACTOR HTW SPILLS

12.1 The Contractor shall be responsible for reporting to the COR and cleaning up all hazardous materials or waste spills caused by the Contractor’s operations at no additional cost to the Government.

12.2 Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

12.3 Spills other than on-the-site shall be reported to the National Response Center, and the Contracting Officer immediately following discovery. A written follow-up shall be submitted to the COR not later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- a) Description of the material spilled (including identity, quantity, manifest number, etc.).
- b) Determination as to whether or not the amount spilled is EPA/State reportable, and when and to whom it was reported.
- c) Exact time and location of spill, including description of the area involved.
- d) Receiving stream or waters.
- e) Cause of incident and equipment and personnel involved.
- f) Injuries or property damage.
- g) Duration of discharge.
- h) Containment procedures initiated.
- i) Summary of all communications the Contractor has had with press, agencies, or Government officials other than COR.
- j) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

13.0 OTHER CONSIDERATIONS

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

13.2 The Contractor must be duly licensed in accordance with the state's statutory and regulatory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the COR.

13.3 The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractors or any subcontractors actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government.

14.0 MEASUREMENTS

14.1 Measurements of debris processed is based upon Cubic Yard measurements of debris delivered to the site.

14.2 Measurement of non-burnable debris and ash is based upon Ton measurements measured at the landfill or final disposal site.

14.3 All efforts required in mobilization, site set-up, site close-out, and demobilization shall be considered as a total Job.

15.0 PAYMENT

15.1 Payment for all debris sorted, segregated, processed, reduced, and disposed by burning will be made at the unit price per cubic yard.

15.2 Payment for managing and operating the debris sites; furnishing plant, material, labor, tools and equipment necessary to process/reduce/dispose of debris; and providing for traffic control, dust control, erosion control, inspection tower, lighting, ash containment, fire protection, permits, environmental monitoring, and safety measures; are all incorporated in the bidder's unit price for burning.

15.3 Payment for loading and hauling non-burnable debris to the final disposal site will be by the Ton.

15.4 The Contractor will be entitled to invoice for mobilization after all equipment is delivered to and operational at the work site. Demobilization cost will be due after all equipment is removed from the work site. Payment for mobilization and demobilization will be per job.

15.5 Payment for site preparation and site closure will be per job.

CONTRACT NO. _____

BIDDING SCHEDULE

| ITEM | DESCRIPTION | QUANTIT Y | UNIT OF ISSU E | UNIT PRICE | AMOUNT |
|------|--|--------------|-------------------------|---------------|--------|
| 1. | Mobilization . | 1 | Job | XXX | \$ |
| 2. | Reduction of Burnable Debris through the Air Curtain Incineration. | | Cu. Yd. | \$ | \$ |
| 3. | Disposal of Non-Burnable Debris and Ash | | Ton | \$ | \$ |
| 4. | Site Preparation and Site Closure | 1 | Job | XXX | \$ |

[DELETE THE NEXT BID ITEM IF CHIPPING & GRINDING IS NOT ALLOWED IN THE CONTRACT.]

| | | | | | |
|----|---|---|------------|-----|----|
| 5. | Reduction of Burnable Debris by Chipping and Grinding | | Cu. Yd. | \$ | \$ |
| 6. | Reduction of Stumps greater than 24" in diameter, but less than 36" in diameter | | Stump | \$ | \$ |
| 7. | Reduction of Stumps 36" in diameter, but less than 48" in diameter as | | Stump | \$ | \$ |
| 8. | Reduction of Stumps 48" in diameter or greater | | Stump | \$ | \$ |
| 9. | Demobilization | 1 | Job | XXX | \$ |

Flow Diagram for a Burning Operation

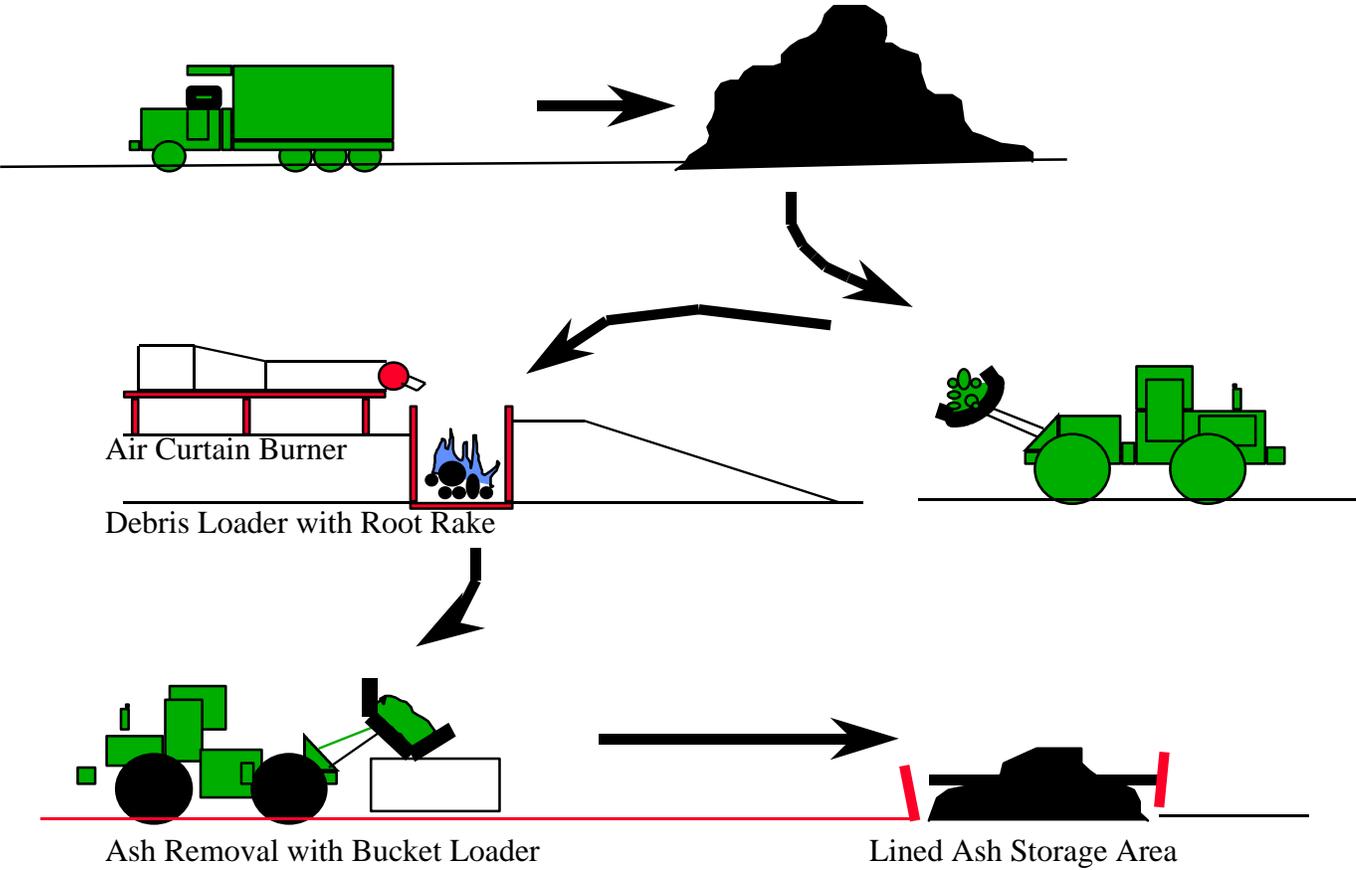
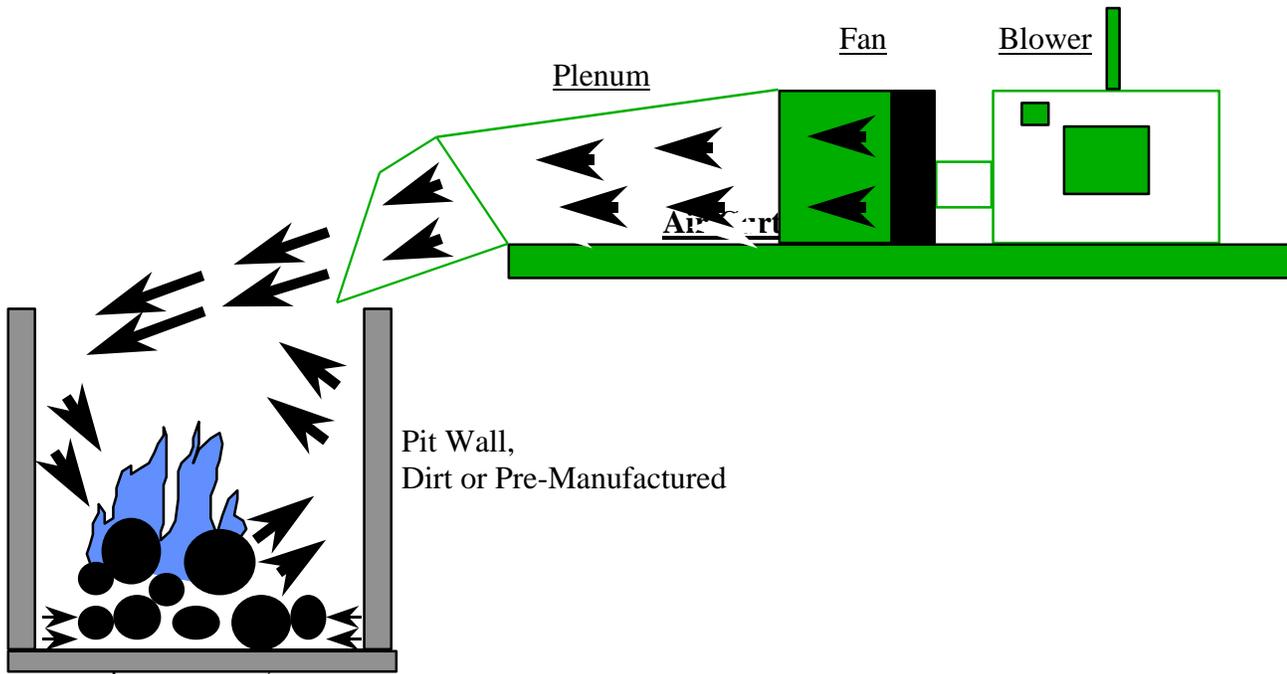


Figure 1.

Overview of an Air Curtain Operation



A power source, either electric motor or diesel power unit, drives a fan which in turn creates an air curtain by forcing air through a plenum and nozzle. This high velocity air travels across the top of the pit which a fire has been started.

The air curtain traps smoke and small particles and re-circulates them to enhance combustion and reduce smoke. The very large volume of air accelerates combustion and provides for high pit temperatures between 1800 degrees F and 2200 degrees F.

The pit provides a safe combustion chamber that helps prevent heat loss.

Figure 2.

Air Curtain Pit Burner

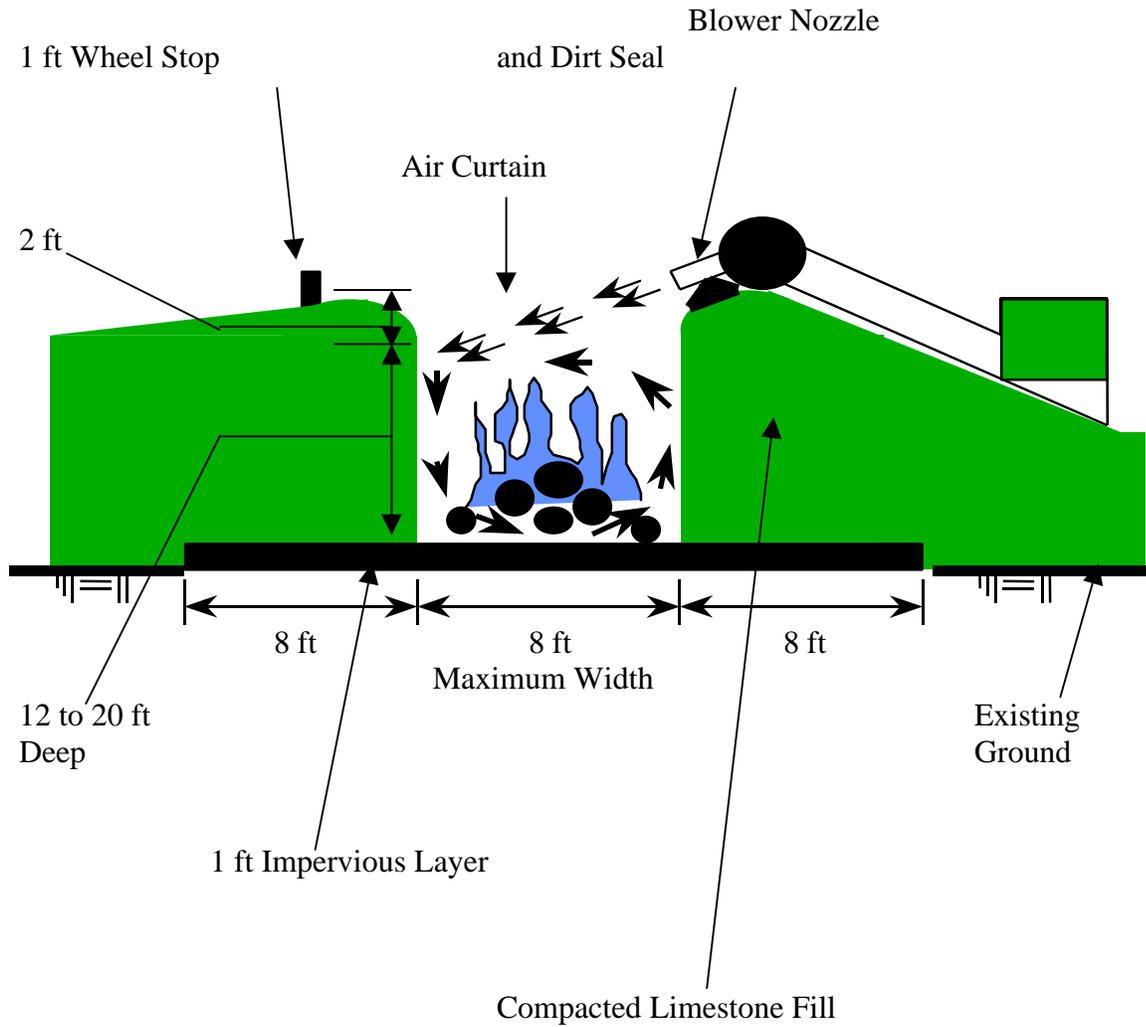
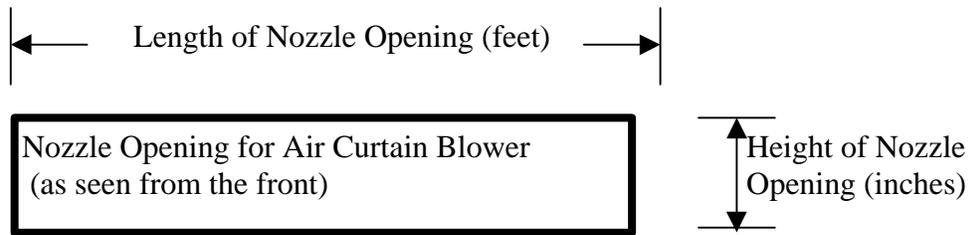


Figure 3.

Minimum Velocity and Volume Requirements for Air Curtain Blowers



Measure the velocity of the air curtain 1 inch in front of the nozzle opening using a hot-wire anemometer or other high accuracy velocity measuring instrument. The instrument must be capable of measuring velocities of up to 11,000 feet/minute. The instrument must be placed properly (parallel to the airflow) to obtain correct and reliable readings.

Take 5 air velocity readings, evenly distributed across the face of the opening. The minimum velocity for any of the 5 readings should not be less than 8,800 feet/minute. An average velocity can then be calculated with the following formula:

$$\text{Average Velocity (V)} = \frac{\text{Reading 1} + \text{Reading 2} + \text{Reading 3} + \text{Reading 4} + \text{Reading 5}}{5}$$

The volume rate of airflow exiting the air curtain nozzle can then be found by multiplying the average velocity with the area of the nozzle opening. Assuming that the velocity is measured in feet/minute, the nozzle length is measured in feet, and the nozzle height is measured in inches, then the volume rate of airflow can be calculated using the following formula:

$$VA = \frac{V \times L \times H}{12}$$

where: L = length of opening (feet)
 H = height of nozzle opening (inches)
 V = average velocity (feet/minute)
 VA = volume rate of airflow (cubic feet/minute)

The volume rate of air flow should not be less than:

- 18,000 cfm for a 20 ft nozzle length
- 22,000 cfm for a 25 ft nozzle length
- 27,000 cfm for a 30 ft nozzle length
- 36,000 cfm for a 40 ft nozzle length

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**APPENDIX I
CONTRACT SCOPES OF WORK**

Tab 3

**SAMPLE SCOPE OF WORK FOR
UNIT PRICE CONTRACT FOR DEBRIS REMOVAL**

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**SCOPE OF WORK
FOR
UNIT PRICE CONTRACT FOR DEBRIS REMOVAL
RELATED TO
[NAME/NATURE OF DISASTER]
AT, IN, OR NEAR
[LOCATION OF RECOVERY EFFORTS]**

1.0 GENERAL.

1.1. The purpose of this contract is to provide debris clearing and removal response assistance to [LOCATION; I.E. “North Carolina counties” or “Mobile and Baldwin Counties in Alabama”] which have been declared disaster areas by the President because of the effects of [NAME OF DISASTER].

2.0 SERVICES.

2.1. The Contractor shall provide for debris removal from the area(s) outlined on the attached maps, and described as: [DESCRIPTION OF WORK AREA].

2.2. The debris shall be taken to the dumpsite(s) indicated on the attached maps, located at [LOCATION(S) OF DUMPSITE(S)].

2.3. The total amount of debris to be removed under this contract is estimated to be [QUANTITY].

2.4. The work shall consist of clearing and removing any and all “eligible” debris (see section 4.0 for a definition of eligible debris) primarily from the public right-of-way (ROW) of streets and roads, as directed by the Contracting Officer’s Representative (COR). Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non burnable, 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. Burnable debris will be loaded separately from non burnable debris. Mixed loading of burnable and non burnable will be kept to a minimum. The COR will determine the appropriate dump site for mixed loads.

2.5. Debris removal shall include all eligible debris found on the ROW within the area designated by the COR. The COR may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the COR. The Contractor shall not move from one designated work area to another designated work area without prior approval from the COR. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut 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.

2.6. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

2.7. All work shall be accomplished in a safe manner in accordance with EM 385-1-1.

3.0 LOAD TICKETS.

3.1. “Load tickets” will be used for recording volumes of debris removal.

3.2. Each ticket will contain the following information:

1. Ticket Number
2. Contract Number
3. Date
4. Contractor Name
5. Site Departure Time
6. Dump Arrival Time
7. Debris Classification
8. Debris Quantity

3.3. [SELECT ONLY ONE OF THE FOLLOWING PARAGRAPHS, AND DELETE THE OTHERS]

Load tickets will be issued by a COR prior to departure from the loading site. The COR will keep one copy of the ticket, and give three copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the three copies to the COR at the dumpsite, the COR will validate, retain one copy and give two copies to driver for the Contractor's records, (one copy for the sub-contractor and one copy for the prime contractor).

Load tickets will be issued by a COR prior to departure from the loading site. The COR will keep one copy of the ticket, and give two copies to the vehicle operator for the Contractor's records.

Load tickets will be issued by a COR to a vehicle operator upon arrival at the dumpsite. The COR will keep one copy of the ticket, and give two copies to the vehicle operator for the Contractor's records.

4.0 DEBRIS CLASSIFICATION.

4.1. Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications Burnable, Non-Burnable, and Recyclable. Debris that is classified Hazardous or Toxic is not to be transported by this contract.

4.2. Burnable Debris. Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; and brush.

4.3. Non-Burnable Debris. Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non wood building materials; metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil; roofing materials; and carpeting.

4.4. Hazardous Toxic Waste (HTW). Hazardous or toxic materials or waste such as petroleum products, paint products, asbestos, electrical transformers, and known or suspected hazardous materials shall be removed by others. Coordination for hazardous debris removal is the responsibility of the Government.

4.5. Stumps. Tree stumps located within the ROW with are one-half or more of the root ball exposed will be removed. Tree stumps with base cut diameter measurements less than or equal to 24 inches

(measured 24 inches up from where the tree originally exited the ground) will be considered to be burnable debris and removed with the same methods used for other burnable debris. Tree stumps larger than 24 inches in diameter will be removed as burnable and paid for in accordance to the MEASUREMENT and PAYMENT paragraphs in this contract.

5.0 DUMPSITES.

5.1. The Contractor shall use only debris dumpsites designated in Section 2.2, unless otherwise approved by the COR. The Contractor shall haul non-burnable debris to the site designated for non-burnable debris and burnable debris to the burn site designated.

5.2. All dumping operations shall be directed by the dumpsite operator. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.

5.3. The Government makes no representations regarding the turn-around time at the dumpsites.

6.0 PERFORMANCE SCHEDULE.

6.1. The Contractor shall commence performance on [DATE].

6.2. The Contractor shall, with the CORs direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 2, 7, & 14 day projection. The plan will be updated every two days.

6.3. Maximum allowable time for completion will be [ENTER] calendar days, unless the Government initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$[AMOUNT] per calendar day for any time over the maximum allowable time established by the contract.

7.0 EQUIPMENT.

7.1. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. All extensions are subject to acceptance or rejection by the COR. All equipment will be inspected by the Contractor prior to use by using the applicable Corps of Engineers Forms. The Forms will be provided to the Government after completion.

7.2. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs will be furnished to the Contractor by the Army Corps of Engineers. The signs remain the property of the United States Government, and will be returned to the Corps of Engineers at the conclusion of the contract.

7.3. Prior to commencing debris removal operations, the Contractor shall present to the Government's representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking.

7.4 Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

7.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) and non rubber tired equipment must be approved by the COR.

8.0 REPORTING.

8.2 The Contractor shall submit a report to the COR during each day of the term of the contract. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Crew
4. Location of work
5. Day of Report
6. Daily and cumulative totals of debris removed, by category

8.3 Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

9.0 OTHER CONSIDERATIONS.

9.1 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, personnel, taxes, and fees necessary to perform under the terms of this contract.

9.2 The Contractor must be duly licensed in accordance with the state's statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the COR.

9.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government.

9.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person

should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with EM 385-1-1.

10.0 MEASUREMENT.

10.1 Measurement for burnable debris removed will be by the cubic yard as predetermined through truck bed measurement. Trucks with less than full capacities will be adjusted down by visual inspection by the COR. Measurement will be documented by Load tickets.

10.2 Measurement for non-burnable debris removed will be by the cubic yard as predetermined through truck bed measurement. Trucks with less than full capacities will be adjusted down by visual inspection by the COR. Measurement will be documented by Load tickets

10.3 Measurement for payment of stumps removed with 25 to 36 inch diameters base cuts (measured 24 inches up from where the tree originally exited the ground) shall be per stump.

10.4 Measurement for payment of stumps removed with 37 to 48 inch diameters base cuts (measured 24 inches up from where the tree originally exited the ground) shall be per stump.

10.5 Measurement for payment of stumps removed with 49 inch and larger diameters base cuts (measured 24 inches up from where the tree originally exited the ground) shall be per stump.

10.6 Measurement for mobilization and demobilization will be by the job.

11.0 PAYMENT.

11.1 Payment for the removal of burnable debris (including stumps 24 inches and smaller) to include all cost associated with loading, hauling and dumping will be paid for under the contract bid item for Burnable Debris.

11.2 Payment for the removal of non-burnable debris to include all cost associated with loading, hauling and dumping will be paid for under the contract bid item for Non-burnable Debris.

11.3 Payment for the removal of stumps, 25 inches and larger, to include all cost associated with loading, hauling and dumping will be paid for under the contract bid item for the appropriate size category for Stumps.

11.4 Payment for mobilization and demobilization will be paid for under the contract bid item for Mobilization and Demobilization.

11.5 Payment for work completed may be invoiced on a bi-weekly basis. Invoices will be based on verified quantities from the daily operational reports.

11.6 The Contractor will be entitled to invoice for 60% of the mobilization and demobilization line item after all equipment is delivered to the designated work site. The remaining 40% will be due after all equipment is removed from the work site, all vehicle signs have been returned to the government, and receipt of a proper invoice.

11.7 All payments made under this contract will be in accordance with PAYMENTS clauses located in other sections of this contract

12.0 OTHER CONTRACTS.

12.1 Other contracts may have been issued.

12.2 The Government reserves right to issue other contracts or direct other contractors to work within the area included in this contract.

13.0 ENCLOSURES/ATTACHMENTS.

13.1 Bid Schedule

13.2 Daily Report

CONTRACT NO. _____

| BIDDING SCHEDULE | | | | | |
|-------------------------|-----------------|--|--------------|-------------------|---------------|
| ITEM | Min. QTY | DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
| 001. | 1 | Mobilization and Demobilization | Lump Sum | | |
| 002. | xxxx x | Removal of Burnable Debris | Cubic Yard | | |
| 003. | xxxx x | Removal of Non-Burnable Debris | Cubic Yard | | |
| 004. | xxx | Removal of Stumps - 26 to 36 inch | Each | | |
| 005. | xxx | Removal of Stumps - 37 to 48 inch | Each | | |
| 006. | xxx | Removal of Stumps - 49 inch and larger | Each | | |
| | | | | | |
| | | | | | |
| | | | | | |

CONTRACT NO. _____

| DAILY REPORT | | | | | | |
|-------------------------------|-------|----------|-----------------|-------------|-----------------|-------------|
| CONTRACTOR: CONTRACT NO. : | | | | | DATE OF REPORT: | |
| No. | Truck | Capacity | Burn site trips | C.Y. Totals | Landfill trips | C.Y. Totals |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | | | | | | |
| 16 | | | | | | |
| 17 | | | | | | |
| 18 | | | | | | |
| 19 | | | | | | |
| 20 | | | | | | |

CONTRACT NO. _____

| DAILY REPORT | | | | |
|---------------------|------------------------|-------------------------|-------------------------|------------------------|
| CONTRACTOR: | | | DATE OF REPORT: | |
| | Processing Site | Stumps 24-36 in. | Stumps 36-48 in. | Stumps > 49" |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| | DAILY TOTALS | | | |

Sample Load Ticket

| LOAD TICKET | | |
|--|----------------|-----------|
| TICKET NUMBER: | | |
| CONTRACT NUMBER | | |
| CONTRACTOR | | |
| DATE: | | |
| DEBRIS QUANTITY | | |
| Truck No: | Capacity (CY): | |
| Load Size (CY): | Tons: | |
| Truck Driver: | | |
| DEBRIS CLASSIFICATION | | |
| | Burnable | |
| | Non-Burnable | |
| | Mixed | |
| | Other | |
| LOCATION | | |
| Section/Area: | Dumpsite | |
| | Time | Inspector |
| Loading | | |
| Dumping | | |
|  | | |
| Original: Corps of Engineers Yellow: Contractor Pink: Driver Gold: Sub-Contractor | | |
| US Army Corps of Engineers | | |

**APPENDIX I
CONTRACT SCOPES OF WORK**

Tab 4

**SAMPLE SCOPE OF WORK FOR
LETTER CONTRACT FOR DEBRIS REMOVAL**

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**SCOPE OF WORK
FOR
LETTER CONTRACT FOR DEBRIS REMOVAL
RELATED TO
[NAME/NATURE OF DISASTER]
AT, IN, OR NEAR
[LOCATION OF RECOVERY EFFORTS]**

1. GENERAL.

1.1. The Contractor shall provide all labor, plant equipment, machines, and tools necessary to perform debris removal. Removal shall consist of loading [EVENT NAME] generated debris, as well as hauling and dumping the loaded debris in designated locations. The Contractor shall establish burning sites for road debris and coordinate with [CITY, COUNTY, ETC.]. The Contractor shall establish staging and waste reduction sites for construction and demolition debris in compliance with all applicable State and local ordinances and laws. All debris reduction sites must be approved by the Contracting Officer before the removal of road debris may begin. Burnable road debris will consist predominately of trees and vegetation in the public right-of-way. Burnable road debris will be hauled to a designated burning site and burned. Burnable road trash does not include construction and demolition debris. Construction and demolition debris will be hauled separately to different locations. Construction and demolition debris will be separated into burnable and non-burnable according to instruction by the COR.

1.2. The Contracting Officer has the right to increase or reduce the contractor's area of operation.

2. MOBILIZATION.

2.1. Contractor is to immediately mobilize personnel and equipment for this task and shall be fully mobilized in 7 days within Work Area [NAME OF AREA]. Work within this area will be prioritized. Upon receipt of this task, the contractor will execute entire scope within 30 calendar days.

3. SCHEDULE.

3.1. Contractor is to provide an interim schedule within 48 hours and final plan within 5 days. This plan should include a plan for subcontracting activities and a safety plan.

3.2. Daily reporting is required with updates on the scheduled activities. This reporting shall include the following: name of the Contractor, contract number, number of trucks in use, number of front end loaders, and number of personnel working. The report should include daily and cumulative to date statistics on the number of truck loads and the number of cubic yards of debris hauled off. Each piece of operating equipment must be clearly identified.

4. SCOPE.

4.1. Work within this area will be prioritized. The Contractor shall be prepared to respond within the frame work of the established schedule to priorities as they are established by the Government.

4.2. Many Government agencies will be working in the area, however, all coordination and direction shall be made through the COR.

4.3. The Contractor shall provide all labor, plant, equipment, machines and tools necessary to clear and remove burnable debris from roadway. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired within 4 hours or replace in kind within 24 hours.

4.4. The Contractor shall use only rubber-tired equipment in the performance of this contract. The Contractor shall not use equipment authorized for debris removal under this contract for private work during the working hours designated under this contract. Also, the Contractor's personnel shall not solicit work from private citizens or others with manpower and equipment designated under this contract. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Contractor's equipment or personnel. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work. The contract duration will be established during the "definitization" process.

4.5. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends horizontally beyond the bed in any direction. All loose debris, such as tree limbs, shall be reasonably compacted on the hauling vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated reduction locations, and any equipment that is hauling debris to the designated reduction site shall be capable of rapidly dumping its load without assistance from other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2"×6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the Contracting Officer's representative.

All trucks utilized in hauling debris will be provided with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity

4.6. The Contractor is responsible for coordinating delivery of debris and access to the reduction locations. The Contractor shall coordinate, with [CITY, COUNTY, ETC.], set-up of the appropriate burning debris reduction locations. Contractor will be required to coordinate with [CITY, COUNTY, ETC.] in obtaining all applicable permits. The Contractor shall provide a burn management plan for review by the COR. The plan shall include a strategy for controlling and monitoring burning operations. The plan shall also include a firefighting capabilities design.

4.7. The Contractor shall remove all eligible debris from the designated areas and shall not move from one designated work area to another work area prior to receiving authorization from the COR.

4.8. Material will be separated into burnable, non-burnable and ineligible debris. Except as directed by COR. Ineligible debris, including hazardous waste, hazardous substance and toxics will be separated from burnable and non-burnable debris and left in place. Except those items directed by COR.

4.9. Definitions:

4.9.1. Burnable debris: Burnable debris will be of two types (road debris and construction/demolition debris) with separate burn locations. Separate hauling of debris will be required.

4.9.1.1. Burnable road debris includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs and bushes. Burnable road debris consists predominately of trees and vegetation in the public right-of-way. Burnable road debris will be hauled to a designated burning site and burned. Burnable road trash does not include construction and demolition debris.

4.9.1.2. Burnable construction and demolition debris consists of non-creosote structural timber, wood products, and other materials designated by the COR.

4.9.2. Non-burnable Debris: Non-burnable construction and demolition debris include, but is not limited to, creosote timber; plastic; glass; rubber and metal products; sheetrock; and other building materials as may be designated by the COR.

4.9.3. Stumps: Tree remnants exceeding 24 inches in diameter, but no taller than 18 inches above grade, to include the stump ball. Any questionable stumps shall be referred to the designated COR for determination of its disposition.

4.9.4. Ineligible Debris: Ineligible debris to remain in place include, but is not limited to, chemicals, petroleum products, paint products, asbestos, power transformers.

4.10. Any material which is found to be classed as hazardous or toxic waste (HTW), as listed under ineligible debris above, shall be reported immediately to designated COR.

4.11. Inoperable automobiles, trucks, trailers, boats and boat trailers that obstruct or impede debris removal shall be removed by acceptable and approved towing methods. Removal shall be accomplished without causing further damage to item. Items shall be stored on site as directed by the designated COR. Contractor is to notify the COR and receive approval prior to removal of any personal property.

4.12. Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical material will be reported to COR.

4.13. The Contractor is to notify the COR of any situation which poses a health or safety risk to workers on site.

5. DEMOBILIZATION.

5.1. The Contractor shall provide a plan for demobilization upon completing 75% of designated task.

5.2. All equipment and staff will be removed from the zone within 7 days of completion of the work.

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**APPENDIX I
CONTRACT SCOPES OF WORK**

Tab 5

**SAMPLE SCOPE OF WORK FOR
TREE REMOVAL**

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**SCOPE OF WORK
FOR
TREE REMOVAL
RELATED TO
[NAME/NATURE OF DISASTERS]
AT, IN, OR NEAR
[LOCATION OF RECOVERY EFFORTS]**

1. GENERAL.

1.1 The purpose of this contract is to provide tree removal response assistance generated as a result of [NAME OF DISASTER] in [DISASTER LOCATION, i.e. “North Carolina counties” or “Mobile and Baldwin Counties in Alabama”] which have been declared disaster areas by the President of the United States because of the effects of [NAME OF DISASTER].

1.2 The contractor should provide crews made up of a combination of equipment, operators and laborers as defined in the solicitation request. The total number of hours worked by each crew will be according to the needs of the Government. It is estimated that [SPECIFY NO. OF HOURS] hours of work will be performed by each crew. At the option of the Government, there may be additional crew hours, estimated at not more than [SPECIFY NO. OF HOURS] hours per crew, added to this contract.

1.3 The Contractor shall offer at least [SPECIFY NO. OF CREWS] crews, and may offer any greater number of crew.

1.4 The Contractor shall conduct the work so as not to interfere with the response and recovery activities of state and local governments, or of public utilities.

2. WORK AREA.

2.1 The work area includes [SPECIFY DISASTER LOCATION; I.E. “North Carolina counties” or “Mobile and Baldwin Counties in Alabama”] which have been declared disaster areas due to the effects of [SPECIFY NAME OF DISASTER]. These counties are generally located in the [SPECIFY LOCATIONS] portions of the state. The Contractor may be required to work in any of these counties.

2.2 After contract awards, the Contractor shall commence work in an area at a location to be directed by the Contracting Officer’s Representative (COR).

2.3 All work shall be performed in a safe manner in accordance with EM 385-1-1, Section 31, Tree Maintenance and Removal, in particular.

3. PERFORMANCE SCHEDULE.

3.1 The Contractor shall commence performance within twenty-four (24) hours immediately after contract award and designation of work areas by the COR.

{DELETE THE FOLLOWING SECTION IF NOT APPLICABLE}

3.2 Consistent with curfew restrictions, the Contractor shall work during the daylight hours, not to exceed ten (10) hours per day, seven (7) days per week.

4. EQUIPMENT USE.

4.1 The Contractor shall provide all equipment necessary for the performance of this contract.

4.2 All equipment must be in compliance with all applicable federal, state, and local rules and regulations. Equipment and Operator qualifications shall be in compliance with EM 385-1-1. Equipment will be inspected prior to its use by the Contractor using the applicable Corps of Engineers Forms. The Forms will be provided to the Government after completion.

4.3 Equipment which is designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled or processed for others with debris hauled or processed under this contract.

5. TREE REMOVAL.

Trees that have fallen on homes or are threatening to fall on homes as a result of (Disaster) shall be removed under this contract. Trees removed under this contract shall be placed adjacent to streets adjoining the property and within the right-of-way of said adjacent street but not infringing upon the travel way of the street. The Contractor shall not move from one designated area to another designated work area prior to receiving authorization from the COR. The Contractor shall not enter onto private property during performance of this contract prior to receipt of an executed right-of-way entry that will be obtained by a Government Real Estate Specialist that will be accompanying or preceding the Contractor in the same area that the Contractor is working.

6. TRAFFIC CONTROL.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to direct traffic to the site.

7. REPORTING.

The Contractor shall submit a report to the Contracting Officer's Representative no later than [SPECIFY TIME] each day. Each report shall contain at a minimum, the following information.

- a) Contractor's Name
- b) Contract Number
- c) Number of the various pieces of equipment in use

- d) Number of personnel working on the contract
- e) Daily and cumulative totals of hours each person and each piece of equipment worked.
- f) Daily and cumulative totals of trees removed per hour under the contract.
- g) Any problems encountered or anticipated.

8. CONTRACT AWARD.

8.1 The Government reserves the rights to award additional contracts within the counties referred to in paragraph entitled "WORK AREA". Awards under this solicitation will be made to responsive, responsible offerers, based on the lowest cost to the Government, considering the price and number of crews offered by the next lowest offerer, and continuing sequentially to the offer(s) of the subsequently next lower offer(s) until the Government's needs are met.

8.2 Prior to award, offerors may be required to provide evidence of responsibility and ability to timely perform the contract work. This may include the requirement to provide written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel within the work area.

9. OTHER CONSIDERATIONS.

9.1 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, personnel, taxes, and fees necessary to perform under the terms of this contract.

9.2 The Contractor must be duly licensed to perform the work in the state per statutory requirements. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the Contracting Officer's Representative.

9.3. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractors or any subcontractors actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government.

10. PAYMENT.

10.1 Payment for all trees removed will be made at the unit price per crew hours based on the contract bid price as specified in the bidding schedule.

10.2 Payment for managing and operating the sites, furnishing plant, material, labor, tools and equipment necessary to remove the trees, and providing for traffic control and safety measures, are all incorporated in the bidder's unit prices.

CONTRACT NO. _____

BIDDING SCHEDULE

| ITEM | DESCRIPTION | QUANTITY | U/I | U/P | AMOUNT |
|------|---|----------|---------------|----------|----------|
| 1 | Provide services for tree removal in accordance with the scope of work under this contract. | _____ | CREW HOURS | \$ _____ | \$ _____ |

As a minimum, each crew shall consist of:

- 2 Labors
- 10 personnel with tree climbing capabilities
- 1 knuckle boom (or equivalent) or lift truck
- 2 chain saws
- Misc. ropes, facale and small tools

The Contractor shall state the number of crews available for this contract, (2 crew minimum - second crew shall be available within 36 hours after contract award.)

Hours are estimated. Payment will be made for actual crew hours worked

The Contractor shall specify the number of crews available for this contract.

(no. of crews available)

Note: each crew is estimated to work 1000 hours

**APPENDIX I
CONTRACT SCOPES OF WORK**

Tab 6

**SAMPLE SCOPE OF WORK FOR
SUNKEN VESSEL REMOVAL OPERATIONS**

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**SCOPE OF WORK
FOR
[SPECIFY NAME/NATURE OF DISASTER]
SUNKEN VESSEL REMOVAL OPERATIONS
[SPECIFY NAME(S) OF VESSELS]
[SPECIFY LOCATION OF RECOVERY EFFORTS]**

1.0 GENERAL.

1.1 The purpose of this contract is to provide removal and disposal of the sunken vessel(s) [specify name of vessel(s)] from [specify location of recovery efforts]. The exact location of the vessel(s) is shown on the contract drawing. The complete physical and structural condition of the vessel(s) is currently unknown. Some information as to vessel(s) type, size, and construction is described in the paragraph "Condition of Vessel(s)". The Contractor shall provide all plant, labor, equipment, materials, supplies, divers and services as necessary to remove and dispose of the sunken vessel(s). The Contractor may use any standard salvage method which complies with local and/or Federal laws and regulations. The intent of the contract is to have the vessel(s) raised and legally disposed of in accordance with applicable laws and regulations

2.0 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.

2.1 The Contractor acknowledges that he has taken steps reasonably necessary to ascertain the nature and location of the work, and that he/she has investigated and satisfied him/her self as to the general and local conditions which can affect the work or its cost. This includes but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

2.2 The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

2.3 All work shall be accomplished in accordance with EM 385-1-1 and appropriate U. S. Coast Guard and other Federal, State and Local regulations. The Contractor shall comply with all appropriate safety practices, regulations and policies, to include personal flotation devices and water safety for all Contractor and Government personnel in or around the work area.

3.0 LOCATION OF VESSEL(S).

The vessel(s) is (are) located [specify location of vessel(s)]. It lies in [specify quantity] feet of water. The approximate location of the vessel(s) is Lat [specify degrees, minutes, and seconds North/South] and Long [degrees, minutes, and seconds East/West].

4.0 CONDITION OF VESSEL(S)

[Specify all known information about the structure of the vessel(s) and any known engine(s) information.]

5.0 PRE-WORK CONFERENCE.

The Contracting Officer will conduct a pre-work meeting. It will be arranged by the Contracting Officer's Representative (COR) after award of the contract and shall be held before the Notice to Proceed is issued. The successful offerer will be notified and will be required to attend. The COR's will notify the Contractor of the time, date, and location set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and work related matters. This Scope of Work will be discussed and any Contractor questions or concerns will be addressed. Minutes of the meeting shall be prepared by the Contracting Officer or the COR's and signed by both the Contractor and the Contracting Officer or the COR's. The minutes shall become part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understanding. The Contractor shall be prepared to discuss all plans and schedules for removing and disposing of the vessel(s) and the conditions which may affect the work.

6.0 CONTRACT DRAWINGS.

6.1 The contract drawings will consist of one scaled half-size drawing that will include all pertinent information necessary for bidding purposes. By request only, the winning bidder will be provided one full-size drawing.

6.2 The Contractor shall maintain a separate full size drawing, marked-up in red, to indicate the final site conditions. Upon completion of the work, the Contractor shall sign the marked-up drawing in the following manner: "I CERTIFY THAT THIS CORRECTED DRAWING INDICATES SALVAGE AS ACTUALLY PERFORMED IS AN ACCURATE REPRESENTATION OF THE SPECIFIED WORK. THIS DRAWING IS APPROVED FOR PREPARATION OF AS-BUILT DRAWINGS." The marked-up drawing shall then be furnished to the Contracting Officer prior to acceptance of the work. The Government reserves the right to withhold final payment until acceptable as-built drawing has been submitted.

6.3 The below listed drawings are incorporated as part of this contract. [LIST DRAWINGS AS APPROPRIATE]

Title

Sheet No.

7.0 PERMITS AND RESPONSIBILITIES.

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits not already obtained by the Government, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's negligence or fault, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work.

8.0 BRIDGE TO BRIDGE COMMUNICATIONS.

Because this work will occur within a channel with heavy traffic, and in order that radio communication may be made with passing vessels, all tugs or salvage vessels that work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio equipment shall operate on a single channel of very high frequency (VHF) FM, on a frequency of [specify MC] MC per second with low power output having a communication range of approximately ten miles. The frequency has been approved by the Federal Communications Commission. Channels [specify channels] must be monitored at all times.

9.0 CONTRACT PRICES - BIDDING SCHEDULES

Payment for the work specified in the Bidding Schedule shall constitute full compensation for furnishing all plant, labor, equipment, supplies, and materials, and for performing all operations required to complete the work in accordance with the drawings and specifications. All costs for work not specifically mentioned in the Bidding Schedule shall be included in the contract price.

10.0 MISPLACED MATERIAL.

Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or debris, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer or inspector, and when required shall mark or buoy such obstructions until the same are removed. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions may be removed by the Government, and the cost of such removal will be deducted from any money due or to become due the Contractor, or will be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 419 et seq.).

11.0 SUPERINTENDENCE BY THE CONTRACTOR.

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly supervise the work and have on the work site a competent superintendent who has the authority to act and sign for the Contractor. All guidelines established in the paragraph "Contractor Quality Control" shall be followed.

12.0 UNIDENTIFIED OBJECTS.

Should the Contractor, during salvage operations, encounter any objects or vessels on the channel bottoms, he shall notify the Contracting Officer immediately as to the location of object, and any other pertinent information necessary for the Contracting Officer's information and action as he determines to be necessary.

13.0 INSPECTION BY THE GOVERNMENT.

13.1 Government personnel will inspect the salvage operations when in progress. The Contractor is required and shall furnish Government personnel transportation from shore to the site of salvage operations as necessary.

13.2 The Government intends to document the removal and disposal operations. The Contractor will be required to perform the work in an orderly fashion.

14.0 PAYMENT

The Government will pay 60% of the mobilization and demobilization lump sum price when the Contractor has mobilized and arrived at the work site with the necessary plant and equipment to perform the job. The remaining portion of the mobilization and demobilization costs shall be paid in full when the Contractor has completed the job and submitted a proper invoice. The Contractor shall include, in the prices for the items listed in the Bidding Schedule, all costs for work in the scope of work, whether or not specially listed in the Bidding Schedule.

15.0 WORK SCHEDULE

The Contractor will be required to work as a minimum a ten (10) hour day six (6) days a week. Work day shall be normal daylight hours. The Contractor may work more than ten (10) hours per day if desired. Work hours and schedules to be discussed and approved by Contracting Officers Representative.

16.0 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.

The Contractor shall be required to (a) commence removal operations under this contract within [specify no. of days] calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) to complete the work (raising, towing, re-sinking) in its entirety not later than [specify no. of days] calendar days after the date the Contract or receives the Notice to Proceed. The time stated for completion shall include final.

17.0 REMOVAL AND DISPOSAL.

17.1 Because of the lack of information available on the vessel(s) construction, the Contractor will have to perform a complete physical assessment of the vessel(s) structural stability prior to removal. The Contractor may utilize any standard removal method to complete the work defined in this contract. The Government does require that certain actions occur during the removal and disposal operation. If any of the said conditions are not met, then the Contractor will not have met the contract expectations and will be in violation of the Contract agreement. The Contractor shall be required to correct all deficiencies at no additional cost to the Government and without any further time extension.

17.2 Any deviations from these general guidelines must be discussed with and approved by the Contracting Officer prior to taking action.

18.0 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, AND UTILITIES.

18.1 The Contractor shall preserve and protect all structures, equipment, vegetation, and utilities at or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required at the work site. The Contractor shall repair any damage to those facilities, including those that are property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

18.2 The Contractor will be responsible for verifying the locations and depths of all utility crossings and take precautions against damages which might result from his operations. If any damage occurs as a result of his operations, the Contractor will be required to suspend work until the damage is repaired and approved by the Contracting Officer. Costs of such repairs and downtime of the operation and attendant plant shall be at the Contractor's expense.

19.0 ENVIRONMENTAL CONCERNS.

The Contractor shall comply with all applicable local, county, territorial, state and Federal regulations and laws concerning environmental issues. The contractor shall take proper steps to protect the uplands, beach, and open waters from environmental damages of any kind. The Contractor shall comply with all requirements under the terms and conditions set forth in the permits list in the paragraph entitled, "PERMITS AND RESPONSIBILITIES".

20.0 OBSTRUCTION OF NAVIGABLE WATERWAYS.

20.1 The Contractor shall:

20.1.1 Promptly recover and remove any material, plant, machinery, or appliance which the Contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation.

20.1.2 Give immediate notice, with the description and locations of any such obstructions, to the Contracting Officer.

20.1.3 When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

20.2 The Contracting Officer may:

20.2.1 Remove the obstruction by contract or otherwise should the Contractor refuse, neglect, or delay compliance with this paragraph; and

20.2.2 Deduct the cost of removal from any monies due or to become due to the Contractor; or

20.2.3 Recover the cost of removal from the Contractor's bond.

20.2.4 The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of 1899 (33 U.S.C. 410 et. seq)

21.0 NOTIFICATION OF COAST GUARD.

The Contractor must notify the area Coast Guard prior to commencement of the work. Information pertaining to contract work schedule, location of rig and equipment during work, and potential hazards of the operation should be provided. The individual to be contacted locally is [name of local contact]. All vessels that are regulated by the U. S. Coast Guard shall have current inspections and certificates issued by the U. S. Coast Guard before being placed in service for use for this contract. A copy shall be posted in a public area aboard the vessel.

22.0 FINAL EXAMINATION.

The Contractor and Government will inspect the areas where the vessel(s) and debris have been removed. Any items found at the work sites will be removed by the Contractor at no additional cost to the Government. Inspection may include side-scan sweeping, diving, and/or visual if necessary to insure all wreckage and debris have been removed. The Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.