

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060724

1. ACTION REQUESTED/PURPOSE: Approve Change Order No. 6 under RFP 01-02, Disaster Recovery Services, with Crowder Gulf Joint Venture, (Lee Contract No. 1848), providing for an amended comprehensive scope of services and an extension of the contract term for an additional five (5) years with the current contract pricing structure.

2. WHAT ACTION ACCOMPLISHES: Allows County to maintain an agreement with a demonstrated competent contractor providing disaster recovery services.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval of the requested motion.

4. Departmental Category: 8 **C8C** **5. Meeting Date:** **06-13-2006**

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated:	
	<input type="checkbox"/> Statute	<input type="checkbox"/> Ordinance	Commissioner	
	<input checked="" type="checkbox"/> Admin. Code	AC 4-4	Department Public Works	
	<input type="checkbox"/> Other		Division Solid Waste	
			By: Lindsey J. Sampson <i>Lindsey J. Sampson</i>	

9. Background: On August 7, 2001, the Board approved Contract No. 1848 with Crowder Gulf, Joint Venture, to provide disaster recovery services, including, but not limited to storm debris removal throughout the County. The Contract was in place for 3 years before it was necessary to request services in 2004. Crowder Gulf first provided debris removal and disposal services after Hurricane Charley hit Lee County in August of 2004. Crowder Gulf responded promptly and provided services in a professional and dependable manner.

The Solid Waste Division recommends extending the agreement with Crowder Gulf for an additional 5 years. The Scope of Services has been expanded and more fully defined in order to provide value and clarification. The initial pricing structure remains unchanged and includes an annual escalation factor based on a published CPI index.

Funds will be made available upon mobilization of the Contractor.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Jacobs</i> 6-1-06	<i>Jacobs</i>	N.A.		<i>Jacobs</i>	<i>Jacobs</i>	<i>Jacobs</i>	<i>Jacobs</i>	<i>Jacobs</i>	<i>Jacobs</i> 6-1-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>W</i>
6/1/06 12:15 MP
COUNTY ADMIN FORWARDED TO: <i>MP</i>
6-1-06
SPM

Rec. by CoAtty
Date: 6/1/06
Time: 11:40 AM
Forwarded To: Admin 6-1-06

CHANGE ORDER AGREEMENT No. 06
or
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-A"

SCOPE OF SERVICES
for - Disaster Recovery Services

Date: May 1, 2006

SECTION 1.00 CHANGE(S) TO SERVICES

The "Scope of Services" as set forth in Exhibit "A" of the Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Refer to attached "Pre-Storm Contract for County Wide Emergency Debris Management Services, Lee County, Florida" dated May 1, 2006 (pages 1-21).

CHANGE ORDER AGREEMENT No. 06
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-B"

Date: 11/23/04

COMPENSATION AND METHOD OF PAYMENT

for - Disaster Recovery Services

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
All Tasks	Disaster Recovery Services	See Price Schedules included in Exhibit A	NTE	WIPP
TOTAL (Unless list is continued on next page)			NTE	WIPP

**PRE-STORM CONTRACT FOR COUNTYWIDE
EMERGENCY DEBRIS MANAGEMENT SERVICES
LEE COUNTY, FLORIDA**

May 1, 2006

(Attachment to Exhibit A)

1.0 SERVICES

1.1 Scope of Contracted Services:

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris ("eligible" means qualifying for emergency funding under Federal Emergency Management Agency (hereinafter referred to as "FEMA") standards, (hereinafter referred to as "debris"), including hazardous and industrial waste materials and in accordance with the Standards of Performance as set forth in Article 3 of this Contract. Emergency push, debris removal and demolition of structures will be limited to:

- a) That which is determined to eliminate immediate threats to life, public health, and safety;
- b) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
- c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by County. Contracted services will only be performed when requested and as designated by County via task order.

Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by County as set out in Section 4.8 of this Contract.

1.2 Emergency Push / Road Clearance:

If directed by the County. Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by County. This operational aspect of the scope of contracted services shall be for the first 72 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 3.2. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

Contractor shall remove all debris from the ROW when directed to do so by County. Contractor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 4.5.

1.4 Right-of-Entry (ROE) Removal *(if implemented by County)*:

Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but County does not warrant that all utilities will be located before debris removal begins, nor does Contractor warrant that utility damages will not occur as a result of properly conducting Contracted services.

1.5 Demolition of Structures *(if implemented by County)*:

Contractor will remove structures designated for removal by and at the direction of County, in a timely manner as determined by County.

1.6 Private Property Waivers:

County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties.

1.7 Disaster Recovery Technical Assistance:

Contractor will provide Disaster Recovery Technical Assistance, to officials within County and designated staff members, to assist a local government with guidance and consultation on all aspects of the recovery process.

1.8 Vegetative Debris Reduction:

Contractor will reduce the vegetative debris in one of two ways: burning or chipping before taking it to County designated final site(s). The County will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. Reduction production rates will be sufficient to keep up with daily collection rate after the fifteenth day.

1.9 Construction and Demolition (C&D) Debris Reduction:

Contractor will collect, consolidate and remove C&D debris to a location designated by the County. The production rate of this effort will be determined by the County and will be based on the volume of C&D estimated. The production rate should be similar to the vegetation rate.

1.10 Construction and Demolition (C&D) Debris Recycling:

The Contractor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process will be used to reduce the final cost to the County. The Contractor is responsible for handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc.

1.11 Specialized Crews:

If requested by the County, the Contractor shall provide a self-contained crew to collect specific debris piles that cause health and safety issues around hospitals, public schools or other type properties.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

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

2.2 Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

Contractor may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent Contractor is responsible for the acts and omissions of its own employees. Contractor shall ensure that all its subcontractors have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and County. Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by County.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

Contractor shall have a knowledgeable and responsible representative report to County's designated Contract representative within 24 hours following the execution of this Contract. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and Contractor's General Operations Plan. A Contractor representative shall remain locally during the duration of recovery efforts be available to routinely meet with County contract administrator. The Contractor shall also consider locating this representative at the Lee County EOC or adjacent to this facility to facilitate coordination of debris removal operations. The Contractor shall also provide reports directly to the Lee County EOC on debris removal operational progress.

3.2 Mobilization:

The Contractor shall have sufficient equipment and forces in Lee County within 4 days of "notification to proceed" to begin removal operations at an initial rate of 3,000 cy per day and increasing that rate, after the sixth day, by 3,000 cy everyday, building to a consistent daily rate of 50,000 cy of debris collected for the entire County and all its entities.

3.3 Time to Complete:

Contractor shall complete all work directed under this Contract as soon as feasibly possibly, and in the time necessary to accomplish the work, with the knowledge that time is of the essence. County will direct the scope and nature of the work to be performed once the extent of damage has been determined.

3.4 Completion of Work:

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

4.0 GENERAL RESPONSIBILITIES

4.1 County Obligations:

County shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by County to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed.

County will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Contractor may assist County with the development of debris management PSAs, if so requested.

4.2 Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of a County representative at times, places, and by means as directed by County. Contractor shall have and require strict compliance with a written Code of Ethics to be provided by County.

4.3 Supervision by Contractor:

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Contractor. All communications given to the supervisor by County's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above.

4.4 Damages by Contractor:

Contractor shall be responsible for conducting all operations, whether contemplated by this contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Should any property be damaged due to negligence on the part of Contractor, County may either bill Contractor for the damages or withhold funds due to Contractor. Contractor may repair damages, at no additional cost to the County, provided the repairs are sufficient and a release from claim of damage is signed by the parties involved. County shall make the determination of whether "negligence" has occurred.

4.5 Contractor's Duty Regarding Other Contractor(s):

Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Contractor's Ownership of Debris:

Unless otherwise directed by County, All debris, including regulated hazardous waste, shall become the property of Contractor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Contractor's Disposal of Debris:

Unless otherwise directed by County, Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.

4.8 Debris Management Site:

4.8.1: Site Setup

Prior to beginning operation at a debris management site, the condition of the site shall be photographed or video recorded by the Contractor and its condition documented and agreed upon by the County, Contractor and Property Owner if applicable. As directed by County, baseline environmental assessments shall be performed and supplied for County review. Site setup shall be completed by the Contractor to include but not limited to, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials needed for site access, and shall be a pass through cost.

4.8.2: Site Operation:

Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each TDSR as to maintain the safe and efficient operation of the site.

4.8.3: Site Remediation

Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Contractor shall be responsible for any damages pursuant to section 4.4.

4.8.4: Site Security

Contractor shall supply 24hour per day security for the TDSR sites such to ensure unlawful or unauthorized dumping of debris does not occur. Unauthorized debris shall become the responsibility of the contractor and must be disposed of lawfully and without additional costs to the County.

4.9 Training:

Contractor shall provide annually a minimum of one (1) day consisting of eight (8) hours of on-site, pre-strike training of County field and supervisory personnel. Should County deem necessary and upon its request, Contractor shall provide a minimum of one (1) day consisting of eight hours (8) of on-site technical assistance to County Emergency Management personnel.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by Contractor's crews shall be only as directed by County and will be limited to properties located within the County's jurisdictional boundaries. Collection activities shall be monitored and crews shall be responsible for providing detailed information of collection locations as requested.

5.2 Multiple, Scheduled Passes:

Contractor shall make complete scheduled passes at the direction of County and/or unscheduled passes of each area impacted by the storm event. County shall direct the interval timing of all passes. Passes shall be complete only when County deems they meet the definition outlined in section 3.4. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.

5.3 Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Contractor or its representative shall be the Contractor's responsibility and repaired at no additional cost to the County as outlined in section 4.4. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

Contractor shall submit to County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by County and Contractor representatives at a County designated location. A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified reports submitted to County.

Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that will be certified on the certification form and the placard placed on the vehicle. Certification forms shall be in triplicate, sequentially numbered and verified by a County representative. County shall retain the original certification copy, the Contractor shall retain the second copy, and the third copy shall remain in the certified vehicle.

Any changes to the equipment size or capacity, i.e. adding or removing sideboards, tailgates etc. will require it be recertified. This new certification shall be attached to the original certification and documented as to when and/or why recertification was required and occurred.

Any vehicle may at anytime be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity will be reflected on any previous loads, and reconciled as such.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Contractor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling will have and use a County / Contractor-approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the contractor when any changes occur at all TDSR sites.

5.6 Security of Debris During Hauling:

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above FDOT maximum height requirements. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor as soon as possible after the transport, and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) (see <http://mutcd.fhwa.dot.gov> OR other appropriate address for manual). Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

5.8 Work Days/Hours:

Contractor may conduct debris removal operations 30 minutes prior to and 30 minutes after the published sunrise/sunset, seven (7) days per week. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to work days and/or work hours shall be as directed by County following consultation and notification to Contractor.

5.9 Hazardous and Industrial Wastes:

Contractor shall provide within 90 days of inception of this contract, their Hazardous and Industrial Materials Cleanup and Disposal Plan. This plan shall outline procedures on how the Contractor shall identify, isolate and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal.

Contractor shall build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste as outlined in section 2.3.1.

5.10 Stumps:

All eligible stumps identified by County will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. Prior to collection, size of all eligible stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter, or in accordance to currently available FEMA guidelines. All stumps will be documented, invoiced and paid in accordance with Section 7.3 of this Contract.

Reduction costs of stumps shall be detailed in the pricing template. These costs shall reflect the collection and disposal size designation.

5.11 Utilizing Local Resources:

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

5.12 Work Safety:

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

5.13 Inspection and Testing:

All debris shall be subject to inspection by County and other public authorities to ensure compliance with Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. County or its representatives will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

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

5.15 Retention of Collection Equipment:

Contractor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Contractor to be adequate to complete the recovery effort. Equipment leaving the County prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the County determines that downsizing of the operation is warranted.

5.16 Chain Saw Crews:

Crews shall work only as directed by task order by the County. Number of crewmembers and work to be performed shall be outlined in the task order. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen, hours worked, location, and description of work performed shall be submitted.

5.17 Hand Loaded Collection Equipment:

Hand load trucks, trailers or equipment may be used in areas where larger collection equipment cannot access. These "hand loaders" must remove all eligible debris as outlined in section 3.4. All equipment must be capable of self-unloading, equipment that must be unloaded by hand or requires assistance from operator at TDSR site will not be permitted to dump at TDSR sites.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

County and Contractor shall, after reconciliation, accept the serialized copies of the debris reporting tickets as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by County representative. The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets shall be used as the basis of any electronic generated billing and/or reports.

The Contractor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

6.2 Reports:

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

6.2.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by County.

6.2.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by County in consultation with Contractor.

6.2.4 Final Project Closeout:

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

6.3 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

Contractor will maintain this Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of County, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. COUNTY may unilaterally cancel this contract for refusal to comply with this provision.

7.0 UNIT PRICES and PAYMENTS

7.1 DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Note: The Costs in the following tables are the adjusted costs and reflect the 10.15% CPI index increase from August 2001 through July 2006

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	\$0.00	Lump Sum
2	Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site	\$11.71	CY
3	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	\$5.40	CY
4	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (NOTE 1 & 2)	\$13.77	CY
5	Management of TDSRS (Note 4&5)	\$2.42	CY
6	Processing (Grinding/Chipping) of Debris at TDSRS or Final	\$3.58	CY
7	Processing (Burning) of Debris at TDSRS or Final Disposal	\$2.09	CY
8	Pick Up and Haul of White Goods to Disposal Site within	\$40.00	UNIT
9	Pick Up and Disposal of Hazardous Material	\$5.00	LB
10	Freon Management and Recycling	\$60.00	UNIT
11	Dead Animal Collection, Transportation and Disposal	\$2.00	LB
	Removal & Hauling to disposal hazardous stumps resulting from trees growing on the right of way See Note 6		
12	6 inch diameter to 11.99 inch diameter	\$	STUMP
13	12 inch diameter to 23.99 inch diameter	\$440.60	STUMP
14	24 inch diameter to 47.99 inch diameter	\$440.60	STUMP
15	48 inch diameter and greater	\$660.90	STUMP
16	12 inch diameter to 23.99 inch diameter /grinding at TDSR	Note 6	STUMP
17	24 inch diameter to 47.99 inch diameter / grinding at TDSR	Note 6	STUMP
18	48 inch diameter and greater / grinding at TDSR	Note 6	STUMP
19	Pre-event training for Client personnel	Note 6	PER DAY
20	On site stump grinding including filling hole with wood chips	\$6.00	Per inch
21	The following items shall be billed on a time and material basis according to the schedules on the following pages.		
22	Emergency Road Clearance	\$Hour	N/A
23	Debris removal from water bodies (bays, rivers, streams, canals, lakes)	\$Hour	N/A
24	Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way)	\$Hour	N/A
25	Leaning Trees/Hanging Limbs/Tree-off Program	\$Hour	N/A
26	Demolition of Structures	\$Hour	N/A
27	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement	\$Hour	N/A
28	Chainsaw crew	\$Hour	N/A

- NOTES:**
1. Tipping fee at final disposal site(s) will be the responsibility of County.
 2. This price is for disposal sites located in the County or at the Lee/Hendry Landfill. For additional mileage for out of County disposal sites add: \$0.09 per cubic yard per mile.
 3. For a multi-year contract, the prices shown above would be adjusted on the anniversary date of Contract according a percentage equal to the percent change in the Consumer Price Index as published U. is the S. Department of Labor, Bureau of Labor Statistics. (CWUR0300SAO) is the established index.
 4. Must include detail of services provided, including site security,
 5. Includes management of site remediation.
 6. All stumps placed on the right of way by citizens will be converted to CY per the attached FEMA Stump Conversion Chart and charged as regular debris for items 2 through 7.

7.2 EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$132.00
JD 644 Wheel-Loader with debris grapple	Hour	\$143.00
Extend-a-boom Forklift with debris grapple	Hour	\$104.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 66.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 55.00
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$ 66.00
30 - 50 HP Farm Tractor with box blade or rake	Hour	\$ 49.00
2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	\$110.00
3 - 4 cu. yd. Articulated Loader with bucket	Hour	\$130.00
JD 648E Log Skidder, or equivalent	Hour	\$130.00
CAT D4 Dozer	Hour	\$ 77.00
CAT D6 Dozer	Hour	\$138.00
CAT D8 Dozer	Hour	\$187.00
CAT125 - 140 HP Motor Grader	Hour	\$104.00
JD 690 Trackhoe with debris grapple	Hour	\$130.00
JD 690 Trackhoe with bucket & thumb	Hour	\$115.00
Rubber Tired Trackhoe with debris grapple	Hour	\$138.00
JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$ 71.00
Rubber Tired Excavator with debris grapple	Hour	\$130.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$148.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$214.00
Hand Fed Debris Chipper	Hour	\$ 37.00

300 - 400 Tub Grinder	Hour	\$385.00
800 -1,000 HP Diamond Z Tub Grinder	Hour	\$572.00
30 Ton Crane	Hour	\$165.00
50 Ton Crane	Hour	\$187.00
100 Ton Crane (8 hour minimum)	Hour	\$275.00
40 - 60' Bucket Truck	Hour	\$148.00
Service Truck	Hour	\$ 66.00
Water Truck	Hour	\$ 77.00
Portable Light Plant	Hour	\$ 20.00
Equipment Transports	Hour	\$ 99.00
Pickup Truck, unmanned	Hour	\$ 15.00
Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	\$145.00
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$ 49.00
Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$ 69.00
Trailer Dump Truck, 41-60 Cu. Yd.	Hour	\$ 79.00
Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	\$ 99.00
Power Screen	Hour	\$121.00
Stacking Conveyor	Hour	\$176.00
6 Wheel Drive Heavy Off Road Trucks	Hour	\$165.00
TDSR tower rental	Wk/Mth	\$ 0.00

7.3 Billing Cycle:

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

7.4 Ineligible Work:

Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by County and/or government as ineligible debris.

7.4.1 Eligibility Inspections:

Contractor and County or its representatives shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

If any load is determined to contain material that does not meet the definition of eligible debris, i.e. debris collected from private property or not at the request of the County or its representatives, the load will be ordered to be deposited at an alternate disposal or processing facility.

No payment will be allowed for that load and Contractor will not invoice County for said load. County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.

7.5 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Sections 7.1 and 7.2 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between County and Contractor and subject to the review of the government.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.

7.6 Specialized Services:

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

Crowder Rates

**CPI index CWUR0300SAO
August 2001 to August 2005**

	2001	2005/2006
Debris Haul to TDSRS	\$ 10.63	\$ 11.71
Debris Haul from Curb to Final	\$ 12.50	\$ 13.77
Small Stumps	\$ 400.00	\$ 440.60
Medium Stumps	\$ 400.00	\$ 440.60
Large Stumps	\$ 600.00	\$ 660.90
Grinding	\$ 3.25	\$ 3.58
Burning	\$ 1.90	\$ 2.09
Site Management	\$ 2.20	\$ 2.42
Haul C&D from TDSRS to final	\$ 4.90	\$ 5.40
Haul ash from TDSRS to final	\$ 4.90	\$ 5.40
Haul mulch from TDSR to final	\$ 4.90	\$ 5.40

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.8	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		