

APPENDIX A: SCOPE OF SERVICES

EMERGENCY DEBRIS REMOVAL OPERATIONS

1.0 DESCRIPTION

This Scope of Services defines the requirements and expectations for debris removal from public rights-of-way (ROW), waterways, other public spaces, and any other spaces designated by an Authorized User, subject to Contract Section E.19., following a disaster or emergency event, or other similar event(s). The State intends to award up to three Respondents to cover the entire State of Tennessee. The Contractor shall provide all necessary labor, equipment, materials, transportation, and supervision to execute debris removal operations safely, efficiently, and in full compliance with all applicable local, state, and federal regulations.

The Contractor must adhere to:

- Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide (PAPPG);
- Tennessee Emergency Management Agency (TEMA) Debris Management Guidelines;
- Tennessee Department of Environment and Conservation (TDEC) Waste Disposal and Environmental Regulations;
- U.S. Army Corps of Engineers (USACE) Permitting and Waterway Protection Standards;
- State Historic Preservation Office (SHPO) and Archaeological Compliance Requirements;
- Occupational Safety and Health Administration (OSHA) Safety Standards;
- Environmental Protection Agency (EPA) Regulations on Hazardous Waste and Air/Water Quality;
- Tennessee Department of Transportation (TDOT) Guidelines; and
- Federal Highway Administration (FHWA) Guidelines.

The objective of this Contract is to support the State's response and recovery efforts by ensuring that debris removal activities:

- Protect public health and safety by removing hazardous debris;
- Restore critical infrastructure and transportation networks through timely clearance;
- Ensure compliance with environmental and historic preservation laws to prevent further damage to natural and cultural resources; and
- Maximize reimbursement eligibility through comprehensive documentation.

This Contract is intended to secure the services of experienced Contractors who are capable of efficiently clearing, removing, and lawfully disposing of large volumes of emergency- or disaster-generated debris.

Each Contractor holding a debris removal and disposal contract will serve as a general contractor for the purpose of debris removal and disposal operations, and will be able to use its own and approved subcontractors' resources to meet the obligations of the Contract. Subject to Contract Section D.7. and all other applicable provisions, it is anticipated that the Contractor will use both local and non-local subcontractors. Disposal must be accomplished utilizing Tennessee

Department of Environment and Conservation (“TDEC”) permitted or authorized temporary and solid waste management facilities.

Payment will be made at the unit rates proposed. Preventative maintenance or downtime resulting from equipment failure, routine maintenance, or fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered preventative maintenance.

The Contractor will be responsible for determining the method and manner, such as chip and side cast into the right-of-way when applicable, of debris removal operations, consistent with this Scope of Services.

The Contractor will be responsible for the lawful disposal of all debris and debris reduction byproducts generated at all temporary debris storage and reduction sites.

With some debris items such as sand, electronics, scrap metal, dirt, and mulch, recycling efforts may be exercised, and the Contractor shall in these cases follow the Authorized User’s direction and that of the EPA and TDEC.

No quantities are guaranteed and there will be no unit cost adjustment for quantities required over or under the estimated quantities.

The Contractor shall provide all labor, material, and equipment required to complete the work described in this Contract; including any temporary traffic control and traffic control items, erosion control items, mobilization, and demobilization costs. Activities include, but are not limited to, field operations (day and/or night); debris pickup, hauling, and removing; staging, sorting, and reduction; management of temporary debris storage sites and Debris Management Site(s) (“DMS”); final disposal; and overall debris management. All debris removal operations shall be in accordance with all applicable federal, state, and local laws and regulations.

Subsequent passes for removal of debris may be necessary as directed and authorized by the Authorized User.

Final disposal shall occur at a site that is in accordance with applicable local, state, and federal ordinances, rules, regulation, and laws. Proper disposal must be documented by the Contractor in accordance with the applicable Federal Disaster Debris Removal Program(s) (“FDDRP”) requirements.

Authorized Users shall contact all awarded Contractors simultaneously, provided all contracts are fully executed and active at the time of need. Authorized Users will evaluate each Contractor’s ability to meet the specific requirements of the assignment, with emphasis on availability and response time.

Selection should be based on consideration of factors including, but not limited to, response time, mobilization capability, estimated time to completion, cost, capacity, and any other project-specific requirements related to the unique characteristics of the debris field.

The Contractor shall not perform work unless authorized by the Authorized User. Work

assignments will be assigned to the Contractor and corresponding limits provided for which the Contractor will be responsible. Work assignments may be unassigned by the Authorized User, which shall be at no cost to the Authorized User.

The Authorized User, at its sole discretion and at any time, may elect to perform work with in-house forces or additional contract forces.

The Contractor shall provide proper documentation to the Authorized User for all Debris Removal Operations to ensure reimbursement eligibility to the Authorized User from the applicable Federal Disaster Debris Removal Program(s) ("FDDRP"), which includes but is not limited to programs of the Federal Emergency Management Agency and the Federal Highway Administration.

1.1 Callouts

Authorized Users will authorize Contractor services on an as-needed basis by issuing one or more callouts. The callout will provide the county, location(s), and the limits of the work.

1.2 Media Interaction

All inquiries by a member of the media or any elected official shall be directed to the Authorized User's communications contact, which contact shall be provided to the Contractor when the callout is issued or upon request. The Contractor shall disseminate this requirement to all employees and subcontractors on the Contract.

1.3 Cadaver Discovery

Each debris removal crew member is responsible for watching the debris pile and recognizing any potential human remains. Debris Removal Crew members will stop work in the area and notify law enforcement and the Authorized User's Project Manager immediately if they believe they have identified human remains. The Debris Removal Crew shall remain at the site until released by the authority having jurisdiction.

All Debris Removal Crews are forbidden from sharing any information concerning the deceased outside of notification to the Authorized User's Project Manager and law enforcement. Any Contractor employees or subcontractors found to have shared any such information will be immediately dismissed from working on this Contract and will not be allowed to return for the remainder of the Contract Term.

1.4 License Requirements

All Respondents must possess and maintain an HC-H and HC-5 license, or an HC license, issued by the State of Tennessee Department of Commerce and Insurance throughout the Term of the Contract. Additionally, each Respondent's license must have a minimum monetary limit of \$1,000,000.00. Respondents must provide documentation demonstrating possession of the required license at the time of RFP submission, along with proof of the \$1,000,000 monetary limit, and must remain active throughout the duration of this contract.

2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide all equipment, labor, and materials necessary to perform the following listed services in accordance with all Contract terms. All debris removal operations must be performed by the Contractor in the presence of Authorized User personnel or their designated representative, unless otherwise approved by the Authorized User.

2.1 Field Operations

- A. Mobilize the required equipment, labor, and materials to the locations designated by the Authorized User within twenty-four (24) hours of receiving a callout.
- B. Once debris priorities are established by the Authorized User, debris removal crews shall be required to complete all debris removal from entire sectors and/or corridors (all debris categories) prior to moving on to other areas. For debris removal occurring on private property, the Contractor shall provide to the Authorized User a methodology as to how right of entry and hold harmless agreements shall be collected. right of entry and hold harmless agreements shall be kept on file for a minimum of five (5) years and shall be provided to the Authorized User upon request. The Contractor shall be responsible for collecting right of entry and hold harmless agreements.
- C. The Contractor shall begin and end workdays at the times designated by the Authorized User and within the Authorized User work hour restrictions (e.g., school zones, peak hours, and residential zones). The Contractor shall not park on private property. Access to private drives and business entrances shall be maintained at all times.
- D. The Contractor shall maintain a continuous operation on each callout.
- E. The Contractor shall perform debris removal operations as directed and in accordance with all applicable FDDRP requirements.

All storm- or disaster-related debris shall be categorized into the following types:

- Vegetative
- Construction and Demolition (“C&D”)
- Household Hazardous Waste (“HHW”)
- Hazardous Waste
- White Goods
- Electronic Waste (“E-waste”)
- Earthen, Stone, Sand, and Rock Debris
- Trailers, Vehicles, and Vessels
- Tires
- Putrescent Debris
- Infectious Waste
- Chemical, Biological, Radiological, and Nuclear-Contaminated Debris (CBRN)

The Contractor must be able to handle debris fields from all types of storms or emergency disaster debris fields.

- F. Vegetative debris includes, but is not limited to, whole trees, stumps, trunks, branches, limbs, root balls and other leafy material that is dead. As vegetative debris is a normal part of an ecosystem, the intent of this Scope of Services is not to remove all vegetative debris from areas impacted by the disaster. Rather, the intent of this Scope of Services is to address vegetative debris resulting from the disaster that presents one or more of the risks discussed below.

For purposes of removal, the Contractor shall consider the following when removing:

1. Unwanted Deposition and Risk Creation
Vegetative debris that has been deposited in locations where it creates or may create risks, including but not limited to blocking navigation or right of way, creating safety hazards, impeding emergency access, threatening existing structures, or obstructing water flow in a manner that could contribute to future flooding or erosion.
2. Public Safety, Recreation, and Navigation Hazards
Vegetative debris that presents a risk to public safety, recreational use, or navigation due to the presence of floating or submerged material, or due to the potential for additional debris to become mobilized and re-released during future high-water conditions.
3. Threats to Infrastructure
Vegetative debris that endangers public or private infrastructure, including but not limited to bridges, roads, culverts, channels, and water-related infrastructure such as wells, intakes, outfalls, and similar facilities.
4. Environmental and Wildlife Considerations
Vegetative debris that causes harm to wildlife habitats, including, but not limited to debris deposited on banks that damages vegetation or impairs access of wildlife to water. Special consideration shall be given to minimizing impacts to sensitive ecosystems and wildlife habitats during debris removal operations.
5. Partially Rooted Trees
Trees that remain rooted to the ground or an embankment present a hazardous situation and must be immediately reported to the Authorized User.
6. Large Woody Debris
Large woody debris, including logs, stumps, and other substantial wood material, that has accumulated or may accumulate in a manner that could form dams, mats, or obstructions within waterways or create obstructions to public rights-of-way or could impede emergency response to an area.
7. Dense Vegetative Mats
Dense mats of vegetation that slow or impede water flow, increase the risk of upstream flooding, or present a risk to public health and safety.
 - a. Mats located within narrow channels or near bridge openings shall be considered particularly problematic due to their potential to exacerbate hydraulic bottlenecks.
8. Direction and Oversight
Final determination regarding whether specific vegetative debris is to be removed shall be made by the Authorized User and/or its designated monitor.

9. Unstable Material

Trees with exposed root balls, loose logs, broken branches, or other unstable vegetative material that present a risk of mobilization shall be removed from the site.

Hazardous Limb, Tree, Stump Removal Criteria

The Contractor must retain, and provide to the Authorized User, all of the following documentation to support the contracted work to remove tree limbs, branches, stumps, or trees that are still in place that pose a risk to health, safety, and infrastructure destruction:

- Specifics of the immediate threat with the location (geographical coordinates in latitude, longitude) and photograph or video documentation;
- Quantity removed;
- Quantity, location, and source of material to fill root-ball holes; and
- Equipment used to perform the work.

If there is any question as to whether vegetative debris encountered in the field is eligible for removal, the Contractor shall contact the Authorized User to request approval.

- G. If applicable, the Contractor shall sweep roadway sections as directed by the Authorized User.
- H. The Contractor shall collect White Goods separately, and clean and process to remove putrescent debris. Many White Goods contain ozone-depleting refrigerants, mercury, or compressor oils that shall be identified, handled, stored, transported, and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulation, and laws. White Goods are defined as displaced household appliances (e.g., refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters).
- I. The Contractor shall collect HHW separately and identify, handle, store, transport and dispose of in accordance with applicable local, state, and federal ordinances, rules, regulation and laws. HHW is defined as a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers (e.g., some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic)
- J. The Contractor shall collect hazardous waste separately and identify, handle, store, transport, and dispose of in accordance with local, state, and federal ordinances, rules, regulations and laws. Hazardous waste is defined within Tenn. Comp. R. & Regs. 0400-12-01-.02(1)(c).
- K. The Contractor shall collect E-waste separately and identify, handle, store, transport and dispose of in accordance with applicable local, state, and federal ordinances, rules, regulation and laws. E-waste (e.g., computer monitors, televisions, cell phones, and batteries) is defined as electronics that contain hazardous materials.
- L. The Contractor shall remove vehicles, trailers from roadways and vessels from waterways and adjacent areas impacted by a disaster. The Contractor shall store vehicles, trailers, and

vessels in an area where they are secured and protected. The storage area shall be designated by the Contractor and must be approved by the Authorized User. Access to the storage area shall be made available upon request by the Authorized User.

- M. The Contractor shall coordinate with utility companies, contractors and local agencies as required, to permit safe operations and to prevent blockage of critical roadway and/or utility devices and operation.
- N. The Contractor shall keep all work for other clients and contracts separate from the Authorized User's Debris Removal Operations.
- O. The Contractor shall not perform any work on private property without first receiving authorization from the Authorized User, as well as complying with any applicable FDDRP requirements.
- P. The Contractor shall immediately notify the Authorized User of any damage the Contractor causes. Damage must be documented by the Contractor with digital photos and provided electronically to the Authorized User and Owner. The Contractor shall repair all damage it causes prior to final invoicing and at no expense to the Authorized User. Documentation of all damage caused and repaired by the Contractor shall be submitted with the final invoice.
- Q. The Contractor shall consult with the Authorized User whenever beneficial reuse facilities may be considered as an option for Final Disposition of debris, subject to approval by the Authorized User.

2.2 Contractor Equipment and Personnel

- A. Perform Debris Removal Operations under the supervision of a debris monitor selected by the Authorized User. During operations and depending upon the situation, the Authorized User will require the debris monitor to either:
 - Be physically located at a callout site or other Authorized User-designated location; or
 - Be available immediately via phone and capable of reporting in person to an Authorized User designated location within forty-five (45) minutes of notification to correct any issues that may arise; or
 - Report status of operations and utilization of Debris Removal Operations at interval times, as determined by the Authorized User, to an Authorized User designated representative.

All equipment shall have rubber tracks and wheels to operate on the roadways. The Contractor shall use equipment and perform work in a manner to prevent damages to waterway beds and banks adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas. Equipment shall have mats, a leveling pad, or other means of preventing damage to existing roadways. The Contractor must use best management practices to work and operate in and along waterways. For example, geotechnical testing may be needed to determine the ground bearing pressure (GBP) at the crane pad. To mitigate such circumstances, wooden crane mats and metal outrigger may be used under the outriggers to lower the actual GBP for the crane lifts.

- B. All trucks must be mechanically loaded and unloaded, and all trucks shall comply with

applicable state law, including without limitation Tennessee Code Annotated § 39-14-507, regarding secure loads. All loads must be reasonably compacted and covered. Reasonable dust control measures shall be taken and implemented.

- C. All equipment shall clearly and legibly display the Contractor's or subcontractor's name.
- D. The Contractor shall ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.
- E. The Contractor shall park all vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. The Contractor shall conduct all service and supply operations as close to the right-of-way line as possible. The Contractor shall not park any equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the Authorized User to be prohibitive.
- F. The Contractor shall ensure all Contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies. The Contractor shall conduct safety meetings with field staff, as necessary.
- G. The Contractor shall submit reports as requested by the Authorized User.

2.3 Temporary Traffic Control

- A. The Contractor shall provide temporary traffic control at all times in accordance with Tennessee Department of Transportation Standard Plans or the FHWA Manual on Uniform Traffic Control Devices (MUTCD) and may include off-duty law enforcement, when necessary to complete work.
 - 1) When requested by the Contractor and approved by the Regional Safety Coordinator or Regional Operations Office, a Tennessee Highway Patrol (THP) Trooper may be provided to enforce motor vehicle laws and otherwise assist in securing the public's safety.
 - a. Requests for THP personnel must be made at least forty-eight (48) hours in advance of the requested time of service. If the THP is scheduled to work and the work is cancelled or rescheduled, the Contractor must notify the THP and Authorized User at least two (2) hours before the scheduled start of work.
 - 2) Any Uniformed Law Enforcement Officers shall provide a marked law enforcement vehicle equipped with blue lights and have the authority to write traffic tickets and make arrests within the area where positioned. The Uniformed Law Enforcement Officer shall maintain a detailed written log of enforcement activities and shall submit the log to the Authorized User for verification each month.
 - 3) All Uniformed Law Enforcement Officers assigned to a work zone shall have training from a Peace Officer Standards and Training (POST) certified police training academy in the State of Tennessee and an additional four (4) hours of FHWA approved work zone training. Records of this training shall be provided to the Authorized User.

- B. The Contractor shall install and maintain temporary traffic control devices in each work zone as detailed in the Tennessee Department of Transportation Standard Plans and in accordance with approved Contractor drawings. All temporary traffic control devices must be compliant with the Department's Qualified Product List ("QPL").
- C. No lane closures will be allowed without authorization from the Tennessee Department of Transportation which will be coordinated through the Tennessee Emergency Management Agency.

2.4 Staging/Reduction of Debris

- A. The Contractor shall be responsible for identifying, securing necessary permits, and providing DMS sites as needed. The DMS site shall be approved by the Tennessee Department of Environment and Conservation (TDEC), Division of Solid Waste, and the Authorized User. TDEC will provide guidance with the regulatory agency coordination. All permits and documentation for any additional DMS sites shall be provided to TDEC. In no instance shall debris be hauled, staged, or stored in an unapproved location. Should the Contractor haul to an unapproved location, the Contractor assumes all financial, legal, and environmental responsibilities for their actions. Final payment shall not be made until all Contractor opened and approved sites have been properly closed with the regulating agency and appropriate documentation has been submitted to the Authorized User.
- B. The Contractor shall prepare and manage DMS locations and restore site(s) to the original condition to the satisfaction of the Authorized User and the appropriate regulatory agencies.
- C. The Contractor shall construct an inspection tower at each Temporary Debris Staging and Reduction Site (TDSRS) where the quantities are measured by volume. Construction alternatives, such as scaffolding, may be authorized by the Agency and must, at a minimum, provide the same dimensions and safety considerations. The DMS, including the inspection tower, shall be periodically inspected for compliance with FEMA and OSHA safety criteria.
- D. The Contractor shall perform any testing required by the appropriate regulatory agencies to ensure DMS sites have not been contaminated.
- E. Authorized User approval is required prior to beginning operations at any DMS for operation.
- F. No DMS shall be used to stage debris from multiple contracts. Only debris removed by the Authorized User may be brought to same DMS as the Contractor. Debris brought to DMS by the Authorized User shall not be co-mingled with debris brought to DMS by the Contractor.
- G. The Contractor shall provide DMS Management activities. These activities shall include, but are not limited to the following:
 - Secure the DMS to ensure no unauthorized or illegal dumping can occur at the site.
 - Provide necessary electricity, water, and sanitary facilities.
 - Control the ingress/egress, drainage, dust, and erosion on site.
 - Provide monitoring towers as needed.
 - Provide, operate, and maintain equipment for debris reduction and segregation at the DMS.

- Maintain segregation of debris.
- H. The Contractor shall provide a means for the Authorized User or their designated representative to measure and certify the capacity of all Contractor trucks. No truck may be used for hauling debris until it has been certified by the Authorized User or their designated representative. All active DMS locations must be equipped with at least one monitoring tower from which an inspector can safely view contents of each load and determine capacities of each load entering and exiting the DMS. Each tower must contain a fire extinguisher and a first aid kit.
- I. The Contractor shall sort and separate debris by debris type. At a minimum, a good faith effort shall be made to remove HHW, White Goods, metals, concrete and any visible hazardous material from mixed debris loads. Additionally, Contractor shall separate vegetative debris from other types of debris.
- J. The Contractor shall reduce vegetative debris via:
- Grinding;
 - Recycling; or
 - Burning.
- K. The Contractor shall reduce and dispose of any vegetative debris hauled to DMS locations by Authorized User crews, when directed by the Authorized User. This debris must be kept separate from other vegetative reductions to ensure that only the reduction and haul out fees will be compensated.
- L. The Contractor shall clean and process White Goods to remove putrescent debris (decomposed animal carcasses). Ozone-depleting refrigerants, mercury, and compressor oils must be identified, handled, stored, transported, and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulation and laws. Proper disposal must be documented in accordance with the applicable FDDRP requirements.
- M. The Contractor shall properly segregate HHW. The Contractor shall ensure that all HHW is identified, handled, stored, transported, and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP requirements.

- N. The Contractor shall properly segregate hazardous waste. The Contractor shall ensure that all hazardous waste is identified, handled, stored, transported, and disposed of in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP requirements.
- O. The Contractor shall store any vessels, trailers, or vehicles removed in a secured area designated by the Contractor and approved by the Authorized User. Vehicles and vessels must be disposed of in accordance with applicable local, state, and federal ordinances, rules, regulation and laws, only after receiving authorization from the Authorized User. Proper disposal must be documented by the Contractor in accordance with the applicable FDDRP.
- P. Contractor shall, whenever possible, recycle debris or burn vegetative debris to reduce impacts to landfills. Common recyclable materials include metals, soils, concrete, asphalt, and masonry debris.
- Q. The Contractor shall directly haul debris to the nearest landfill that accepts the debris in accordance with applicable local, state, and federal ordinances, rules, regulations, and laws.

2.5 Access Roads

- A. The Contractor shall:
- Construct temporary access roads when necessary to reach debris sites in remote or challenging terrain following all applicable state, local, and federal guidelines and regulations;
 - Restore roads to pre-existing conditions or better after debris removal;
 - Utilize gravel, matting, or other stabilization methods to minimize environmental disruption;
 - Ensure all construction activities comply with erosion control and stormwater management regulations; and
 - All costs related to access road construction and restoration shall be billed as an "At Cost" pass-through, with detailed invoices and supporting documentation.

2.6 Invoicing

- A. The Contractor shall provide proper documentation to Authorized User for all Debris Removal Operations to ensure that the Authorized User is eligible for reimbursement from the applicable FDDRP.
- B. The Contractor shall daily provide a spreadsheet of debris load tickets to the Authorized User, or its designated representative, for reconciliation of monitoring records in order to properly document the Contract work in accordance with the State of Tennessee and applicable FDDRP requirements.
- C. The Contractor shall provide the items in the list to the Authorized User on a monthly basis (the due date will be provided at the pre-construction conference). Each submission shall

include all completed activities since the previous estimate payment. The Contractor shall maintain documentation supporting the submissions according to the FDDRP requirements. Each monthly submission shall include the following:

- Contract number and state project number;
 - Callout number;
 - Date submitted and the work period covered;
 - Original receipts and all backup necessary to support the quantities and amounts invoiced;
 - Digital photographs of pre- and post-work locations, activities, and any damage caused or encountered during Contractor's operations; and
 - Proper documentation, as required by FEMA and/or Federal Highway Administration – Emergency Relief (FHWA-ER) or other federal natural disaster response agency, for all Debris Removal Operations to ensure reimbursement to the State.
- D. The Contractor shall be responsible for the preparation of all payment requests in an electronic format acceptable to the Authorized User and in accordance with federal, state and local rules, regulations and laws. Payment requests shall include receipts and all documentation necessary to support the quantities and amounts requested.
- E. The Contractor shall provide the Authorized User with all identification information such as vehicle identification number, license plate number, or registration for trailers, vehicles, and vessels recovered during Debris Removal Operations.

3.0 SERVICES TO BE PROVIDED BY STATE OR ITS DESIGNATED REPRESENTATIVE

3.1 Field Operations

- A. The Authorized User shall provide a minimum of twenty-four (24) hours' notice, through the issuance of a callout, specifying to the Contractor the following: the Authorized User-designated location(s); the required date/time to report to work location sites; and contact information for the Authorized User's representative.
- B. The Authorized User shall provide debris/field monitors in sufficient numbers to adequately monitor all Debris Removal Operations.
- C. The Authorized User shall identify and prioritize Debris Removal Operations. Prioritization of Debris Removal Operations will be based on a "sector approach" (as opposed to site-to-site).
- D. The Authorized User will make a reasonable attempt to identify and notify owner/insurance provider of trailers, vehicles, and vessels. If trailers, vehicles, and vessels remain unclaimed and all efforts of notification have been exhausted, the Authorized User will authorize final disposal.

3.2 Staging/Reduction of Debris

- A. The Authorized User will make reasonable efforts to support the Contractor to identify potential DMS locations for debris stockpiling and reduction. There is no guarantee as to availability or suitability of any single DMS location at the time of the event.
- B. The Authorized User shall certify capacities of all Contractor and subcontractor equipment and maintain these records and randomly verify these capacities throughout the duration of the operations.

3.3 Administration and Paperwork

- A. The Authorized User shall provide a spreadsheet that will be used for payment requests in a format to properly document the Contract work in accordance with applicable Authorized User and FDDRP requirements.
- B. The Authorized User shall schedule and facilitate planning meetings with the Contractor.

4.0 METHOD OF MEASUREMENT

Work under this job will utilize multiple different units of measurement (UOM) for invoicing. See below for details on UOM for each debris removal type. When submitting pricing, Contractors shall include any and all costs within the allowable line items such as but not limited to mobilization/demobilization, traffic control, etc.

4.1 Loading and Hauling Vegetative Debris

This item consists of furnishing all labor, equipment, and materials necessary to cut, load, and transport all vegetative debris and unload at a DMS or at the final disposal location. This item also includes the removal of stumps (which shall be cut near ground level or fully removed, based on root-ball exposure) and backfilling of depressions caused by the removal of the root-ball, as directed by the Authorized User. This item also includes the removal of hazardous limbs, hangers, and trees that pose a risk to health, safety, and infrastructure destruction as outlined in Section 2.1 (F).

Measurement for loading and hauling vegetative debris will be per cubic yard. Stumps, hazardous trees, and hangers will not be measured and shall be billed separately.

4.2 Debris Management Site (DMS) Management

This item consists of furnishing all labor, equipment, and materials necessary for site management, debris sorting, and restoration of the DMS location.

Measurement for management of the DMS will be per cubic yard of debris hauled into the DMS.

4.3 Reduction of Vegetative Debris and Compaction of Construction and Demolition (C&D)

This item consists of furnishing all labor, equipment, and materials necessary for reduction by mechanical grinding, burning, or chipping of all vegetative debris and compaction of C&D.

Measurement for the reduction of vegetative debris will be per cubic yard hauled to DMS.

Measurement for C&D debris will be per cubic yard.

4.4 Loading, Hauling and Final Disposal of Reduced Vegetative Debris

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and final disposal of all reduced vegetative debris.

Measurement for the loading, hauling, unloading, and final disposal of reduced vegetative debris will be per cubic yard hauled from DMS to final disposal site.

4.5 Loading, Hauling, Unloading C&D Debris – Final Disposal Only

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and unloading of C&D debris from the side of the right of way to final disposal site.

Measurement for C&D debris will be per cubic yard.

4.6 Loading, Hauling, Unloading C&D Debris

This item consists of furnishing all labor, equipment, and materials necessary for loading, hauling, and unloading of C&D debris from the side of the right of way to DMS location and from DMS location to final disposal site. Sorting and compaction will be performed at DMS.

Measurement for C&D debris will be per cubic yard.

4.7 Sweeping

This item consists of furnishing all labor, equipment, and materials necessary to sweep sediment and remnants of vegetative debris from the roadway (out to out) section and final disposal of deposited debris and sediment.

Measurement for sweeping will be per linear mile.

4.8 White Goods Hauling, Evacuation of Freon and Refrigerants and Final Recycling and Disposal

This item consists of furnishing all labor, equipment, and materials necessary to remove and properly dispose of all White Goods, including any materials contained in the appliance, from the

debris field or DMS location to final disposal site.

Measurement for White Good debris will be per each full unit.

4.9 Household Hazardous Waste (HHW) removal and Final Disposal

This item consists of furnishing all labor, equipment, and materials necessary to remove, load, and haul from the debris field or DMS to proper final disposal of all HHW debris.

Measurement for HHW debris will be per unit weight (e.g., 55-gallon drum or cubic yard Clean-Pak containers).

4.10 Removal of Electronic Waste (E-waste)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the debris field and proper final disposal of all E-waste debris.

Measurement for E-waste debris will be measured per unit weight in pounds.

4.11 Removal of vehicles, trailers, and vessels

This item consists of furnishing all labor, equipment, and materials necessary for removal from the debris field, storage, security, and proper final disposal of abandoned trailers and/or vehicles. All handling, hauling, storage, disposal, and processing costs associated with this item will be included in the unit price.

Measurement for removal of vehicle/trailer/vessel debris will be per vehicle, trailer, or vessel.

4.12 Removal of Tire Debris

This item consists of furnishing all labor, equipment, and materials necessary for removal from the debris field and proper final disposal of all tire debris.

Measurement for tire debris will be measured per each tire.

4.13 Removal of Putrescent Debris, debris that will decompose or rot (animal carcasses and organic fleshy matter)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the debris field, loading, hauling, and proper final disposal of putrescent debris.

Measurement for putrescent debris will be per pound (weight at removal).

4.14 Loading, Hauling Earthen Debris (i.e., Sand, Rock, Soil, Silt, and Sediment)

This item consists of furnishing all labor, equipment, and materials necessary for removal from the debris field to DMS, and from DMS to final disposal/location, loading, hauling, and proper final disposal of stone, sand, and rock debris. All earthen debris requires pre-approval from TEMA.

Measurement for earthen debris will be per cubic yard of material removed.

4.15 Disposal / Tipping Fees

All disposal/tipping fees associated with final disposal will be reimbursed by the Authorized User for actual costs.

4.16 Waterway Debris Removal

This item includes all labor, equipment and materials necessary for removal of debris from waterways, bridge ends, culvert ends and from around bridge piers and hauling from the waterways and adjacent areas impacted by flooding to DMS or final disposal.

Debris deposited by the incident may obstruct a navigable stream as defined in Tenn. Code Ann. § 69-1-102 or other water or watercourse as defined in Tenn. Code Ann. § 69-3-103. In these cases, the Contractor may be required to remove the debris from the channel if it is the Authorized User's legal responsibility, and:

- The debris poses an immediate threat, such as when the debris:
 - o Obstructs, or could obstruct, intake structures;
 - o Could cause damage to structures, such as bridges and culverts; or
 - o Is causing, or could cause, flooding to improved public or private property during the occurrence of a 5-year flood.

In these circumstances, the Authorized User, Contractor, and FEMA will need to coordinate with the National Resource Conservation Service (NRCS) to ensure that any work performed does not jeopardize other assistance that may be eligible under the Emergency Watershed Protection (EWP) program. Debris removal from flood control works that are under the specific authority of NRCS must not be removed by the Contractor.

The Contractor shall work with the Authorized User to obtain authorization under one or more general Aquatic Resource Alteration Permit(s), if necessary, prior to removal of debris. If a tree is still rooted to an embankment and is floating or submerged, the Contractor may cut the tree at the water's edge. The Contractor must not remove debris from federally maintained navigable waterways. The United States Coast Guard and the United States Army Corps of Engineers have specific authorities for removal of hazardous substances, vessels, and other obstructions from federally maintained navigable waterways.

4.17 Removal of Infectious Waste

This item consists of the removal, loading, and hauling of contaminated debris to a proper final disposal location.

Measurement for Infectious Waste will be per pound (weight at removal).

4.18 Removal of Chemical, Biological, Radiological, & Nuclear Contaminated (CBRN) Debris

This item consists of the removal, loading, and hauling of contaminated CBRN debris to a proper final disposal location.

Measurement for CBRN debris will be per pound (weight at removal).

SCHEDULE OF ITEMS
EMERGENCY DEBRIS REMOVAL OPERATIONS

	Description	Unit	Origin/ Destination
1	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From waterways and adjacent areas impacted by flooding to DMS
2	Loading and Hauling Vegetative. Debris	Cubic Yard (CY)	From waterways and adjacent areas impacted by flooding to Final Disposal
3	Loading and Hauling Vegetative. Debris	Cubic Yard (CY)	From ROW to DMS
4	Loading and Hauling Vegetative Debris	Cubic Yard (CY)	From ROW to Final Disposal
5	Loading and Hauling of Reduced Vegetative Debris	Cubic Yard (CY)	From DMS to Final Disposal
6	Debris Mgmt. Site Management	Cubic Yard (CY)	N/A
7	Hazardous Limb (Hangers) Cutting (greater than 2" diameter)	Per Tree	Labor, equipment, & materials to cut/remove and place at edge of ROW.
8	Hazardous Tree (Leaners) Cutting (6" to 11.99" diameter)	Per Tree	Labor, equipment, & materials to cut/remove and place at edge of ROW.
9	Hazardous Tree (Leaners) Cutting (12" to 23.99" diameter)	Per Tree	Labor, equipment, & materials to cut/remove and place at edge of ROW.
10	Hazardous Tree (Leaners) Cutting (24" to 35.99" diameter)	Per Tree	Labor, equipment, & materials to cut/remove and place at edge of ROW.
11	Hazardous Tree (Leaners) Cutting (36" and greater diameter)	Per Tree	Labor, equipment, & materials to cut/remove and place at edge of ROW.
12	Removal, Backfilling, & Hauling of Stumps & Root-balls	Per Root-ball	Labor, equipment, & materials to extract stump & root-ball and haul to DMS
13	Reduction of Vegetative Debris	Cubic Yard (CY)	By Burning, Chipping, or Grinding
14	Compaction of C&D Debris	Cubic Yard (CY)	By Compaction or Crushing
15	Loading, Hauling, and Unloading C&D Debris	Cubic Yard (CY)	From waterways and adjacent areas impacted by flooding to DMS
16	Loading, Hauling, and Unloading C& D Debris	Cubic Yard (CY)	From waterways and adjacent areas impacted by flooding to Final Disposal
17	Loading, Hauling, and Unloading C&D Debris	Cubic Yard (CY)	From ROW to DMS
18	Loading, Hauling, & Unloading C&D Reduced Debris	Cubic Yard (CY)	From DMS to Final Disposal
19	White Goods Hauling, evacuation of Freon/Refrigerants	Each	From waterways and adjacent areas impacted by flooding to DMS
20	White Goods hauling, evacuation of Freon/Refrigerants	Each	From waterways and adjacent areas impacted by flooding to Final Disposal

21	White Goods hauling, evacuation of Freon/Refrigerants	Each	From ROW to DMS
22	White Goods hauling, evacuation of Freon/Refrigerants	Each	From ROW to Final Disposal
23	White Goods Hauling, evacuation of Freon/Refrigerants	Each	From DMS to Final Disposal
24	Household Hazardous Waste (HHW)/Hazardous Waste	Per Pound	From waterways and adjacent areas impacted by flooding to DMS or Final Disposal
25	Household Hazardous Waste (HHW)/Hazardous Waste	Per Pound	From ROW to DMS or Final Disposal
26	Household Hazardous Waste (HHW)/Hazardous Waste	Per Pound	From DMS to Final Disposal
27	Electronic Waste	Per Pound	From waterways and adjacent areas impacted by flooding to DMS or to Final Disposal
28	Electronic Waste	Per Pound	From ROW to DMS or Final Disposal
29	Electronic Waste	Per Pound	From DMS to Final Disposal
30	Trailers, Vessels, and Vehicles	Each Vehicle (Cars, trucks, tractor trailers, boats, etc.)	From waterways and adjacent areas impacted by flooding to Staging Yard or Final Disposal
31	Trailers, Vessels, and Vehicles	Each Vehicle (Cars, trucks, tractor trailers, boats, etc.)	From ROW to Staging Yard or Final Disposal
32	Trailers, Vessels, and Vehicles	Each Vehicle (Cars, trucks, tractor trailers, boats, etc.)	From Staging Yard to Final Disposal
33	Management of Staging Yard	Per Day	Operation of Secure Staging Yard
34	Blocking of Vessels in Staging Yard	Each Vessel	Proper blocking of vessels in Staging Yard to support and stabilize vessel.
35	Putrescent Debris	Per Pound	From waterways and adjacent areas impacted by flooding to Final Disposal
36	Putrescent Debris	Per Pound	From ROW to Final Disposal
37	Removal of Rock, Sand, Soil, Silt & Sediment	Cubic Yard (CY)	From waterways and adjacent areas impacted by flooding to DMS
38	Removal of Rock, Sand, Soil, Silt & Sediment	Cubic Yard (CY)	From ROW to DMS

39	Screening of Sand, Soil, Silt & Sediment	Cubic Yard (CY)	Screening of Soil, Silt, & Sediment at DMS
40	Removal of Rock, Sand, Soil, Silt & Sediment	Cubic Yard (CY)	From DMS to Final Disposal
41	Sweeping	Linear Mile	From Roadway (out to out) section and final disposal of deposited debris and sediment.
42	Tires	Each Tire	From waterways and adjacent areas impacted by flooding to Final Disposal
43	Tires	Each Tire	From ROW to Final Disposal
44	Removal & Hauling of Infectious Waste	Per Pound	Removal and Hauling of Infectious Waste to Final Disposal
45	Removal & Hauling of Chemical, Biological, Radiological, & Nuclear Contaminated Debris	Per Pound	Removal & Hauling of Chemical, Biological, Radiological, & Nuclear Contaminated Debris to Final Disposal
