

# North Augusta



*South Carolina's Riverfront*

## MINUTES OF OCTOBER 28, 2024

*Briton S. Williams, Mayor*

*Jenafer F. McCauley, Councilmember – Mayor Pro Tem*

*David B. Buck, Councilmember*

*Pat C. Carpenter, Councilmember*

*David W. McGhee, Councilmember*

*Eric H. Presnell, Councilmember*

*Kevin W. Toole, Councilmember*

## **ORDER OF BUSINESS**

### **SPECIAL CALLED MEETING**

The Special Called meeting of the City Council of the City of North Augusta of October 28, 2024 having been duly publicized was called to order by Mayor Williams at 6:00pm and also streamed online for public viewing at “City of North Augusta – Public Information” on [www.Facebook.com](http://www.Facebook.com) and on the City YouTube page: “City of North Augusta Public Information”. Per Section 30-4-80, (e) notice of the meeting by email was sent out to the current maintained “Agenda Mailout” list consisting of news media outlets and individuals or companies requesting notification. Notice of the meeting was also posted on the outside doors of the Municipal Center, the main bulletin board of the Municipal Center located on the first floor, and the City of North Augusta website.

Members present were Mayor Williams, Councilmembers Buck, Carpenter, McCauley, McGhee, Presnell, and Toole.

Also in attendance were James S. Clifford, City Administrator; J.D. McCauley, Assistant Administrator; Kelly F. Zier, City Attorney; Chief Junior Johnson, Director of Public Safety; Tommy Paradise, Director of Planning & Development; James Sutton, Director of Public Services; Rick Meyer, Director of Parks & Recreation, Karl Waldhauer, Manager of Tourism; Lynda Williamson, Director of Finance; Kayla Ferguson, Manager of Human Resources, Jamie Paul, City Clerk; and Ricky Jones, Manager of Information Technology.

## NEW BUSINESS

**3. ADMINISTRATION: Resolution 2024-50 Confirming Contracts Entered into by the City of North Augusta with Southern Disaster Recovery (SDR) for Debris Removal and with Tetra Tech, Inc. for Monitoring Services, Related to such Debris Removal**

No public comment.

Administrator Clifford stated that by the State of Emergency called by Governor McMaster on September 25, 2024 and then City of North Augusta Mayor Williams declared a State of Emergency for the City of North Augusta by Proclamation on September 27, 2024, that a waiver of the procurement process can be done due to the state of emergency by the City Code of Ordinances.

Mr. Clifford further explained that he has confirmed with FEMA that the contracts that were entered into were accepted by FEMA and meet their requirements. He noted that piggybacking on contracts, such as Aiken County & City of Aiken contracts, are not accepted by FEMA and not reimbursable.

Mr. Clifford clarified that the costs from SDR and Tetra Tech mirrored what they provided to Aiken County on their contract.

Discussion ensued relative to the costs of the debris pickup and Council requested the Addendum that provides pricing of the pickup in cubic yards, etc. be attached to the minutes. **(See Attachments #3a – SDR and #3b – Tetra Tech)**

It was moved by Councilmember Carpenter, seconded by Councilmember Presnell, to approve Resolution 2024-50 Confirming Contracts Entered into by the City of North Augusta with Southern Disaster Recovery (SDR) for Debris Removal and with Tetra Tech, Inc. for Monitoring Services, Related to such Debris Removal. Unanimously Approved. **(See Attachment #3)**

**4. ADMINISTRATION: Resolution 2024-51 Authorizing the City of North Augusta to Enter into a Contract with R&R Tree Service to Perform Tree Cutting, Debris Removal, and Disposal for the City of North Augusta**

No public comment.

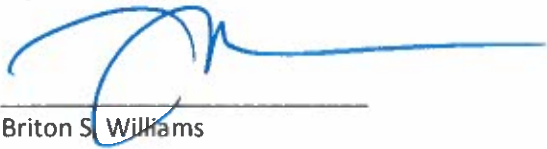
Administrator Clifford stated that the request for proposals posted was for removal of storm debris on City property, specifically the Greenway. He noted that it is unclear if SDR and Tetra Tech can remove debris from the Greenway and staff is waiting for legal guidance from Aiken County. He noted that if that contract allows for the Greenway to be cleaned up it may be a more advantageous way to go on a cost and/or timing perspective. However, once full consultation from Aiken County is done, this contract would allow for the Greenway and certain number of parks to be cleaned up, if required. He explained the \$1Million cap and the process of what would be addressed, such as leaning trees from city property to resident property.

It was moved by Councilmember McCauley, seconded by Councilmember Carpenter, to approve Authorizing the City of North Augusta to Enter into a Contract with R&R Tree Service to Perform Tree Cutting, Debris Removal, and Disposal for the City of North Augusta. Unanimously Approved. **(See Attachment #4)**

5. ADJOURNMENT

The Special Called City Council meeting adjourned at 6:12pm.

APPROVED THIS 4<sup>th</sup> DAY OF  
NOVEMBER 2024.



A handwritten signature in blue ink, appearing to read 'Briton S. Williams', written over a horizontal line.

Briton S. Williams  
Mayor

Respectfully submitted,



A handwritten signature in blue ink, appearing to read 'Jamie Paul', written over a horizontal line.

Jamie Paul, CMC  
City Clerk

RESOLUTION NO. 2024-50  
A RESOLUTION CONFIRMING CONTRACTS ENTERED INTO BY THE CITY OF  
NORTH AUGUSTA WITH SOUTHERN DISASTER RECOVERY (SDR) FOR DEBRIS  
REMOVAL AND WITH TETRA TECH, INC. FOR MONITORING SERVICES, RELATED  
TO SUCH DEBRIS REMOVAL

WHEREAS, The impact of Hurricane Helene on the City of North Augusta represents one of the most, if not most damaging natural disaster to impact the community; and

WHEREAS, The Governor for the State of South Carolina declared a State of Emergency for the State of South Carolina related to such storm on September 25, 2024 and thereafter on September 30, 2024 Governor McMaster announced a request for an expedited major Presidential Disaster Declaration that was approved by the Federal Emergency Management Agency for thirteen (13) Counties within the State of South Carolina including Aiken County; and

WHEREAS, Mayor Briton S. Williams, Mayor of the City of North Augusta pursuant to Section 9-20 and 9-21 of the Municipal Code declared a State of Emergency for the City commencing on the 27<sup>th</sup> day of September, 2024; and

WHEREAS, Pursuant to the City Code, purchasing requirements can be waived during such times of emergency authorizing the City to enter into contracts without formal bidding procedures; and

WHEREAS, The County of Aiken entered into an agreement with Southern Disaster Recovery (SDR) for the purchase of debris removal in 2022 and entered into a Contract with Tetra Tech, Inc. in 2022 for monitoring services related to debris removal, with both Contracts specifically providing for political subdivisions of Aiken County to utilize the terms of the Contract with such awarded Contractors; and

WHEREAS, The City has reviewed the bidding process used by the County at the time that such Contracts were entered into and finds that said bidding procedures are very similar to if not identical to those as required by the City Code for the City of North Augusta; and

WHEREAS, City staff has previously reviewed the circumstances and situation facing the City related to such debris removal and determined that “time was in the essence” and that exigent circumstances required immediate action; and

WHEREAS, As authorized by the City Code, the City Administrator has entered into Contracts on behalf of the City of North Augusta for debris removal and debris removal monitoring, such Contracts being with Southern Disaster Recovery (SDR) and Tetra Tech, Inc. for the purchase of expediting debris removal; and

WHEREAS, The City Code requires that when such emergency procedures are followed, that a report of same is to be made to the Mayor and City Council; and

WHEREAS, Such report has previously been provided Council and throughout the process information was continually provided to Mayor and Council; and

WHEREAS, Mayor and Council have reviewed the actions related to the Contracts being entered into with Southern Disaster Recover, (SDR) and Tetra Tech, Inc. and have determined that such Contracts are proper, necessary and that such expedited treatment of said Contracts was not only acceptable but absolutely required in order to protect and serve the citizens of the community.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina in meeting, duly assembled and by the authority thereof:

1. That the actions by the City Administrator in entering into the Contracts that are attached hereto marked Exhibit "A" (Southern Disaster Recovery (SRD)) and Exhibit "B" (Tetra Tech, Inc) were entered into with full authority in accordance with the City Code for the City of North Augusta.
2. That such Contracts are acknowledged, authorized, and approved.
3. That the City Administrator is specifically authorized to make any additions and amendments to the Contract as necessary to ensure and expedite an orderly removal of storm debris throughout the City.
4. Funding for payments pursuant to these contracts will be from the General Fund.
5. All reimbursement received from FEMA or any other source related to such contracts would be deposited into the General Fund.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_\_ DAY OF OCTOBER, 2024.

\_\_\_\_\_  
Briton S. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk

EXHIBIT "A"



**CONTRACT AGREEMENT**

**THIS AGREEMENT**, made and entered into this 18<sup>th</sup> day of October, 2024, by and between **City of North Augusta, SC**, a political subdivision in the State of South Carolina, whose address is 100 Georgia Avenue, North Augusta, SC 29841, hereinafter termed the "Owner", and **SDR**, hereinafter termed the "Contractor".

**WITNESSETH**

**WHEREAS**, Aiken County, SC entered into an agreement with Southern Disaster Recovery (SDR) for the purchase of debris removal; and

**WHEREAS**, SDR was selected to provide these services following a Request for Proposal issued by Aiken County, SC through a competitive bidding process; and

**WHEREAS**, Aiken County, SC does not object to other governments taking advantage of pricing offered under the Aiken County, SC Agreement but the owner must use their own contractual agreement; and

**WHEREAS**, the Owner has cause to be prepared, in accordance with law, the Contract Documents for the work herein described, and has approved and adopted the Contract Documents, and has received a proposal for furnishing materials, labor and equipment for, and in connection with, all work as indicated in the Contract Documents, and in accordance with the terms of this Contract; and

**WHEREAS**, the Contractor, in response to the Aiken County Request for Proposals, has submitted to the Owner, in the manner and the time specified, a sealed Proposal in accordance with the terms of the Request for Proposals and Instructions to Bidders, all of which are incorporated in and become terms of this Agreement; and

**WHEREAS**, the Owner, has reviewed the base Aiken County debris removal contract, and has duly awarded to the said Contractor a Contract for and in consideration of the mutual covenants herein contained.

**NOW, THEREFORE**, the parties have agreed and do hereby agree, the Owner for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

**SECTION A – SERVICES**

The Contractor shall, from time to time, upon Notice to Proceed by the Owner, furnish Debris Removal and Management Services to the Owner, in accordance

## EXHIBIT "A"



with the terms and conditions contained in the Request for Proposals attached hereto, and all addendums to the Request for Proposals.

### SECTION B – COMPENSATION FOR SERVICES

The Contractor shall be compensated for services provided to the Owner under the terms of the Request for Proposals and in accordance to the attached Price Proposal Form. The Contractor shall provide to the Owner or the Owner's authorized representatives, access to any books, documents, papers, and

records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Agreement for three years after termination and all other pending matters are closed.

### SECTION C – TERMS AND CONDITIONS

- 1. Permit Assistance:** To the extent applicable, the Owner shall assist the Contractor in obtaining all necessary governmental permits required for the performance of the Services. The Owner shall comply with all County, State, and Federal ordinances, rules and laws pertaining to the Contractor's work.
- 2. Insurance:** The Contractor shall maintain all insurance requirements in accordance to the terms of the Request for Proposals throughout the term of this Agreement.
- 3. Standard of Care, Hold Harmless, and Indemnity:** The Services shall be conducted by the Contractor consistent with the level of care and skill ordinarily exercised by providers of the same services acting under similar circumstances and conditions. The Contractor shall indemnify and hold the Owner harmless from all damages or suits or actions brought against the Owner as a result of any act or failure to act by the Contractor, its agents, servants, or employees.
- 4. Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss, unavailability of labor, material, fuel, services; court orders; acts of God; acts,

EXHIBIT "A"



orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Service may be continued.

5. **Term:** The term of this agreement shall be for 1 year, beginning October 18, 2024 and ending on October 19, 2025 with the option to renew for up to one (1) one year renewals, on the same terms and conditions, for a total possible life of two (2) years.
6. **Payment:** Upon proper invoicing by the Contractor to the Owner, prompt payment terms are Net 45 days. Delinquent payments may result in a 1.5% interest fee compounded monthly.
7. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The Owner reserves the right to terminate this Agreement for either cause or convenience. Irrespective of which party terminates, or the cause thereof, the Owner shall, within thirty (30) days of termination, compensate the Contractor for services provided, if any, up to the time of termination.
8. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. The contract documents which comprise and supplement the Contract between the County and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:
  - A. This Contract;
  - B. The Request for Proposals;
  - C. The Invitation to Request for Proposals;
  - D. General Conditions;
  - E. Scope of Services;
  - F. Contractor's Proposal;
  - G. Contractor's Insurance certifications;
  - H. Notice of Award;
  - I. Notice to Proceed; and
  - J. Any modifications, including Change Orders duly delivered after execution of this Contract.



EXHIBIT "A"



This agreement may be amended only by written instrument signed by both parties.

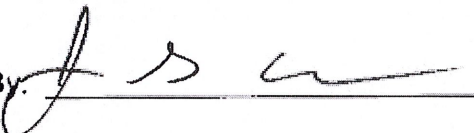
9. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.

10. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Contractor shall survive the completion of Services hereunder and the termination of this Agreement

**IN WITNESS WHEREOF**, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first written.

CITY OF NORTH AUGUSTA,  
SOUTH CAROLINA

SOUTHERN DISASTER RECOVERY, LLC

By: 

By:  A McClaran

Title: City Administrator \_\_\_\_\_

Title: CEO \_\_\_\_\_

Date: 10/18/2024 \_\_\_\_\_

Date: 10/21/2024 \_\_\_\_\_

EXHIBIT "B"

**COOPERATIVE PURCHASING AGREEMENT  
DEBRIS MONITORING SERVICES  
PURSUANT TO AIKEN COUNTY, SC MASTER SERVICES AGREEMENT (RFP No. 22-02-P)**

This contract entered into, by and between, the **CITY OF North Augusta, SC**, a political subdivision in the State of South Carolina, whose address is 100 Georgia Avenue, North Augusta, SC 29861-6400, hereinafter called "CITY", and **Tetra Tech, Inc.**, a Delaware Corporation, whose address is 2301 Lucien Way, Suite 120, Maitland, FL 32751 hereinafter called "CONTRACTOR".

WITNESSETH, that:

**WHEREAS**, on July 22, 2022, AIKEN COUNTY, SC entered into an agreement with Tetra Tech for the purchase of DEBRIS MONITORING SERVICES ("AIKEN COUNTY, SC Agreement"); and

**WHEREAS**, Tetra Tech was selected to provide these services following a Request for Proposal (RFP No. 22-02-P) issued by AIKEN COUNTY, SC through a competitive bidding process; and

**WHEREAS**, AIKEN COUNTY, SC does not object to other governments taking advantage of the pricing offered under the AIKEN COUNTY, SC Agreement but must use their own contractual agreement; and

**WHEREAS**, the CITY and AIKEN COUNTY, SC have an intergovernmental cooperative agreement (interlocal agreement); and

**WHEREAS**, the CITY has an emergent need to monitor its efforts to remove storm related debris from its roadways and rights-of-ways to protect the life, health and safety of its citizens following the impact of HURRICANE HELENE; and

**WHEREAS**, it would cause a financial detriment to the CITY and adversely impact the public health and safety of the CITY OF AIKEN, SC community to delay such debris monitoring activities as required with debris collection and hauling; and

**WHEREAS**, the CITY desires to participate in a cooperative purchasing agreement with Tetra Tech for the purchase of these services; and

**WHEREAS**, the CITY is satisfied that Tetra Tech was selected by AIKEN COUNTY, SC based on a competitive bidding process; and

**WHEREAS**, the CITY is one of several communities within the State of South Carolina recently impacted by HURRICANE HELENE. As a result of this disaster, the CITY desires the services of Tetra Tech to provide debris monitoring services, and

**WHEREAS**, Tetra Tech is qualified and is willing and able to perform such services, and

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY."
2. The CONTRACTOR agrees to furnish all labor, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY or its duly authorized representative.

EXHIBIT "B"


- 3. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
- 4. This Contract will become effective upon the date of execution and will remain in effect for a period of six (6) months, subject to warranted extensions.
- 5. Any approvals from AIKEN COUNTY, SC Staff required in the County Contract, such as approvals by the "designated representative" or "manager", will be granted by the City Manager or his/her designee.
- 6. The Parties agree that there are no bonding requirements for this Contract.
- 7. City and Contractor Contacts:

**North Augusta, SC**  
 Jim Clifford  
 City Administrator  
 100 Georgia Avenue  
 North Augusta, SC 29861-6400  
 Office: 803.441.4202  
 Email: [jclifford@northaugustasc.gov](mailto:jclifford@northaugustasc.gov)


**TETRA TECH, INC.**  
 Kayla Lemaire  
 Contract Administrator II  
 2301 Lucien Way, Suite 120  
 Maitland, FL 32751  
 Phone: 407-735-6580  
 Email: [TDR.contracts@tetrattech.com](mailto:TDR.contracts@tetrattech.com)

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written below.

**CONTRACTOR: Tetra Tech, Inc.**

By:   
 Print Name: Jonathan Burgiel  
 Title: Business Unit President  
 Date: 10/11/2024

**CITY OF North Augusta, SC**

By:   
 Print Name: James S. Clifford  
 Title: City Administrator  
 Date: 10/14/2024



## CONTRACT AGREEMENT

**THIS AGREEMENT**, made and entered into this 18<sup>th</sup> day of October, 2024, by and between **City of North Augusta, SC**, a political subdivision in the State of South Carolina, whose address is 100 Georgia Avenue, North Augusta, SC 29841, hereinafter termed the "Owner", and **SDR**, hereinafter termed the "Contractor".

### WITNESSETH

**WHEREAS**, Aiken County, SC entered into an agreement with Southern Disaster Recovery (SDR) for the purchase of debris removal; and

**WHEREAS**, SDR was selected to provide these services following a Request for Proposal issued by Aiken County, SC through a competitive bidding process; and

**WHEREAS**, Aiken County, SC does not object to other governments taking advantage of pricing offered under the Aiken County, SC Agreement but the owner must use their own contractual agreement; and

**WHEREAS**, the Owner has cause to be prepared, in accordance with law, the Contract Documents for the work herein described, and has approved and adopted the Contract Documents, and has received a proposal for furnishing materials, labor and equipment for, and in connection with, all work as indicated in the Contract Documents, and in accordance with the terms of this Contract; and

**WHEREAS**, the Contractor, in response to the Aiken County Request for Proposals, has submitted to the Owner, in the manner and the time specified, a sealed Proposal in accordance with the terms of the Request for Proposals and Instructions to Bidders, all of which are incorporated in and become terms of this Agreement; and

**WHEREAS**, the Owner, has reviewed the base Aiken County debris removal contract, and has duly awarded to the said Contractor a Contract for and in consideration of the mutual covenants herein contained.

**NOW, THEREFORE**, the parties have agreed and do hereby agree, the Owner for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

### SECTION A – SERVICES

The Contractor shall, from time to time, upon Notice to Proceed by the Owner, furnish Debris Removal and Management Services to the Owner, in accordance



with the terms and conditions contained in the Request for Proposals attached hereto, and all addendums to the Request for Proposals.

## SECTION B – COMPENSATION FOR SERVICES

The Contractor shall be compensated for services provided to the Owner under the terms of the Request for Proposals and in accordance to the attached Price Proposal Form. The Contractor shall provide to the Owner or the Owner's authorized representatives, access to any books, documents, papers, and

records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Agreement for three years after termination and all other pending matters are closed.

## SECTION C – TERMS AND CONDITIONS

- 1. Permit Assistance:** To the extent applicable, the Owner shall assist the Contractor in obtaining all necessary governmental permits required for the performance of the Services. The Owner shall comply with all County, State, and Federal ordinances, rules and laws pertaining to the Contractor's work.
- 2. Insurance:** The Contractor shall maintain all insurance requirements in accordance to the terms of the Request for Proposals throughout the term of this Agreement.
- 3. Standard of Care, Hold Harmless, and Indemnity:** The Services shall be conducted by the Contractor consistent with the level of care and skill ordinarily exercised by providers of the same services acting under similar circumstances and conditions. The Contractor shall indemnify and hold the Owner harmless from all damages or suits or actions brought against the Owner as a result of any act or failure to act by the Contractor, its agents, servants, or employees.
- 4. Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss, unavailability of labor, material, fuel, services; court orders; acts of God; acts,



orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Service may be continued.

5. **Term:** The term of this agreement shall be for 1 year, beginning October 18, 2024 and ending on October 19, 2025 with the option to renew for up to one (1) one year renewals, on the same terms and conditions, for a total possible life of two (2) years.
6. **Payment:** Upon proper invoicing by the Contractor to the Owner, prompt payment terms are Net 45 days. Delinquent payments may result in a 1.5% interest fee compounded monthly.
7. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The Owner reserves the right to terminate this Agreement for either cause or convenience. Irrespective of which party terminates, or the cause thereof, the Owner shall, within thirty (30) days of termination, compensate the Contractor for services provided, if any, up to the time of termination.
8. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. The contract documents which comprise and supplement the Contract between the County and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:
  - A. This Contract;
  - B. The Request for Proposals;
  - C. The Invitation to Request for Proposals;
  - D. General Conditions;
  - E. Scope of Services;
  - F. Contractor's Proposal;
  - G. Contractor's Insurance certifications;
  - H. Notice of Award;
  - I. Notice to Proceed; and
  - J. Any modifications, including Change Orders duly delivered after execution of this Contract.



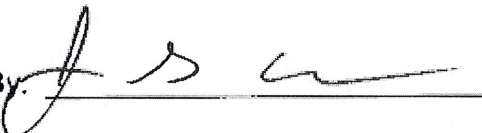
This agreement may be amended only by written instrument signed by both parties.

9. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.

10. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Contractor shall survive the completion of Services hereunder and the termination of this Agreement

**IN WITNESS WHEREOF**, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first written.

**CITY OF NORTH AUGUSTA,  
SOUTH CAROLINA**

By: 

Title: City Administrator \_\_\_\_\_

Date: 10/18/2024 \_\_\_\_\_

**SOUTHERN DISASTER RECOVERY, LLC**

By:  A. McClaran

Title: CEO \_\_\_\_\_

Date: 10/21/2024 \_\_\_\_\_

**Proposal 19-06-P (RFP)  
Disaster Debris Clearing, Removal and Disposal**

Aiken County, South Carolina is seeking proposals from qualified contractors for Initial Road Clearing, Debris Removal and Disposal Services for a period of five (5) years with three (3) subsequent one (1) year renewals possible for a maximum of eight (8) years. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to the County. The County reserves the right to enter into a cooperative agreement with any political subdivision within the boundaries of the County, and as such, give the right of said agencies to coattail the contract with the awarded contractor. This solicitation will result in the selection of an experienced firm to remove and lawfully dispose of disaster-generated debris from public property and public rights-of-way and to setup and operate Debris Management Sites (DMS) following a disaster. Services shall include, but are not limited to, large scale debris removal, separation, staging, and disposal; demolition work, construction and demolition debris removal; hazardous waste handling; stump removal; marine salvage operations; sand removal from roads, streets, and rights-of-way.

Offerors will be evaluated on multiple criteria, not primarily on price, and the firm or firms found to be the most qualified and in the Aiken County Emergency Management Department best interest shall be selected. Minority, women-owned and small disadvantaged businesses are encouraged to participate. There is a mandatory pre-proposal meeting on December 6, 2018 at 11:00 a.m. at the Aiken County Government Center, 1930 University Parkway, Shaw Conference Room #2806, Aiken, SC 29803. Only those firms who attend and register shall be qualified to submit proposals. Questions will be accepted during this meeting. Additional questions will be accepted in writing to [procurement@aikencountysc.gov](mailto:procurement@aikencountysc.gov) until 5:00 p.m. December 10, 2018. The questions and answers (Q&A) will be posted to the Aiken County website before 5:00 p.m. December 13, 2018. <https://www.aikencountysc.gov/Depts/PRC/PRCmain>

**NOTE:**

- No contract or retainer will result from a submitted Proposal unless a situation develops that requires these services.
- A Bid Bond is not required as this is for “as needed” services.
- Performance and payment bond will be required upon the activation of this contract following a disaster. The awarded Contractor shall submit performance and payment bonds as specified in this Request for Proposals.



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**1. OBJECTIVE:**

It is the intent of the Aiken County Procurement Department to obtain proposals from qualified firms for Initial Road Clearing, Removal, and Disposal of Debris Generated by a Disaster.

These services will not be authorized until such time as a Notice to Proceed has been issued; typically in response to a natural or man-made disaster.

**2. DEFINITIONS:** Whenever, in these Instructions, the terms defined in the Contract are used (or pronouns used in their place), the intent and meaning of such terms shall be interpreted as indicated in the Contract.

In addition, the following definitions shall apply:

- A. **Proposal:** An executed formal document submitted to Aiken County Government stating the goods, consultant services, and/or services, as applicable, offered by the offeror to satisfy the needs as requested in the Request for Proposal.
- B. **Contract:** The agreement between the successful contractor(s) and Aiken County Government.
- C. **Goods, consultant services, and/or services, as applicable:** Initial Road Clearing, Removal, and Disposal of Debris Generated by a Disaster.
- D. **RFP Documents:** This entire RFP DOCUMENT, all attachments, these Instructions to Offerors and any addenda issued prior to the date and time of submittal of the Proposals.
- E. **Contractor or Prospective Contractor or Offeror:** Any person or firm having a contract with or proposing to Aiken County as a result of this RFP.

**3. ITEMS INCLUDED WITH REQUEST FOR PROPOSAL:**

Cover Sheet, Owners Proposal Letter, Request for Proposal, Non-Collusion Statement  
Scope of work  
Pricing Schedule  
Sample Surety Letter  
Sample Prospective Contractors Proposal Letter  
Copy of vendors proposed agreement

**4. SUBMISSION OF PROPOSAL:**

**SUBMITTAL:** Proposals shall be enclosed in a sealed envelope or package, addressed to the Aiken County Procurement Department, Room, 1930 University Parkway, Room 3201, Aiken, SC 29801. The name and address of the prospective contractor, the date and hour of the proposal submittal, and the title, 19-06-P, Disaster Debris Clearing, Removal and Disposal shall be placed on the outside of the envelope. All items required for a responsive Proposal shall be included. It is the responsibility of the Offeror to ensure that the Proposal Package is complete and received at the proper time.

- A. **EXAMINATION OF RFP DOCUMENTS:** It is the responsibility of each Offeror before submitting a Proposal, to: a) Examine the RFP documents thoroughly; and b) Consider and comply with all federal, state and local laws and regulations, and local conditions that may affect cost, progress, or performance of the project.

- B. **FORMAT:** Proposals must follow the format of the RFP and be structured so as to follow the required sequence. Each Contractor shall submit six (6) complete sets of the proposal [one hard copy marked “Original” and five (5) marked “Copy”] and one electronic copy on a CD or thumb drive. Email copies and fax copies shall not be accepted.
- C. **EXPERIENCE:** Prospective Contractors must have experience in work of the same or similar nature, similar volumes, be capable of funding such potentially prolonged work for weeks or longer, must provide a reference list of at least three (3) Government customers, one (1) in-state customers, for whom they have performed similar services, and must provide all information as specified herein.
- D. **EXCEPTIONS:** Prospective Contractors are advised that exceptions to any of the terms contained in this RFP must be identified in the response to the RFP. Failure to do so may lead Aiken County to declare any such term non-negotiable, and/or may lead to the disqualification of the proposal.
- E. **EXPENSES OF PREPARATION:** Aiken County is not responsible for any expenses that Prospective Contractors may incur in preparing and submitting proposals called for in this Request for Proposal.
- F. **INTERVIEWS:** The Aiken County Emergency Management Department reserves the right to conduct personal interviews or require presentations from any, or all, prospective Contractors prior to selection. Aiken County will not be liable for any costs incurred by the offeror in connection with such interviews/presentations (i.e., travel, accommodations, etc.).
- G. **MODIFICATION:** Aiken County reserves the right to request that the offeror modify their proposal to more fully meet the needs of the Aiken County Emergency Management Department, and/or to more fully describe their proposal.
- H. **ADDITIONAL INFORMATION:** The Prospective Contractor shall furnish such additional information as Aiken County Emergency Management Department may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the services and/or recovery operations for several weeks or more. Aiken County reserves the right to make investigations of the qualifications of the offeror as it deems appropriate, including but not limited to a financial review and a background investigation.
- I. **NEGOTIATIONS:** Aiken County reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- J. **PERIOD OF ELIGIBILITY:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the date of opening.
- K. **ADDENDA:** If it becomes necessary to revise or amend any part of the Request for Proposal, an addendum or addenda will be issued and posted to the Aiken County website. It will be the responsibility of each Contractor to keep themselves fully informed. Failure to include or acknowledge all Addenda with the proposal shall be grounds for rejection of a proposal. All addenda are on the Aiken County website:

<https://www.aikencountysc.gov/Depts/PRC/PRCmain>

- L. **EXECUTION OF CONTRACT:** The Contract between Offeror and Aiken County shall be in the form of the "Agreement" provided by the Aiken County Procurement Department. The successful Offeror shall assist and cooperate with the Aiken County Procurement Department and the County Attorney in executing the contract in a timely manner if notified of a successful award by Aiken County.
- M. **TAXES:** Cost of all sales and other taxes for which the Offeror is liable under the contract shall be included in the Proposal.

**5. PROPOSAL DUE DATE:**

Sealed proposals will be received in the Aiken County Procurement Department before 3:00 p.m. December 19, 2018. Any awards resulting from an evaluation shall be announced publicly. Proposals received by the Aiken County Procurement Department after the time specified for receipt will not be considered. Offerors shall assume full responsibility for timely delivery of their proposals to the location designated for receipt of proposals. Fax Copies and Email Copies shall not be accepted.

**6. PROPOSAL REQUIREMENTS:**

Proposals shall include all of the information required by the Request for Proposal, and any additional data that the Prospective Contractor deems pertinent to the understanding and evaluation of the proposal.

Proposals are to be addressed as follows for mail, express delivery or hand delivery:

Aiken County Procurement  
1930 University Parkway, Room 3201  
Aiken, SC 29801

Proposals shall be organized and sections tabbed in the following order. All Proposals shall include at minimum:

**TITLE PAGE:** Show the name of offeror's firm, address, telephone number, email, name of contact person, date, and the subject: RFP 19-06-P Disaster Debris Clearing, Removal and Disposal.

**TABLE OF CONTENTS:** Include a clear identification of the material by tab and by page number.

**Tab 1 - Contractor's Profile and Submittal Letter**

- A. Submittal Letter signed by an authorized agent of the Prospective Contractor.
- B. A proposal statement setting forth in detail how the Proposal meets the proposal requirements and evaluation factors and, where applicable,
- C. Organizational structure and locations of business with ownership interests

**Tab 2 - Qualifications**

Provide a description and history of the firm focusing on the following:

- A. Experience in all aspects of emergency management, including response, procurement, operation, planning, contract management, and accounting systems.
- B. Document knowledge and experience with state and local emergency management agencies; state and federal programs; funding sources and reimbursement processes.

- C. Demonstrate detailed experience and expertise pertaining to all of aspects the Scope of Work set forth herein.
- D. Demonstrate knowledge of environmental requirements and regulations.

**Tab 3 - Technical Approach**

- A. Provide a narrative description with an organizational chart outlining the mobilization, operational plans, and structure, services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the Prospective Contractor's intended methods for servicing the requirements of all aspects of the Scope of Work set forth herein.
- B. Prospective Contractor may offer alternative solutions/options to achieve successful completion of the Scope of Work detailed herein.

**Tab 4- Reimbursement Process**

- A. Prospective Contractor shall demonstrate their knowledge of and experience with the FEMA reimbursement process; the FEMA initial Damage Estimates; Immediate Needs Funding (INF), the Project Worksheets completion and application process.

**Tab 5- Key Personnel**

- A. Include a listing of key staff including resumes for each describing experience, training, and education in the required services. Identify staff experience working with governmental entities and list those projects.
- B. Include an affirmative action plan for all personnel.

**Tab 6- Proposed Subcontractors**

Include a listing of proposed subcontractors. Delineate those subcontractors who are Disadvantaged Business Enterprises, as defined in 49CFR23, and such other minority, woman-owned and small business enterprises.

**Tab 7 - Pricing Schedule**

- A. Each Prospective Contractor must complete, execute, and submit the Proposal Form included herewith.
- B. The Pricing Schedule attached hereto shall be submitted and shall include all costs associated with the performance of the contract including travel and out-of-pocket expenses. The contractor will be responsible for all costs associated with ineligible debris.

**Tab 8 - References**

Contractor shall provide at least three (3) governmental entity references, one (1) in-state references, for which the firm has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact name, entity, address, telephone number, e-mail address, and date and term of the contract and at least five letters of reference from previous clients.

**Tab 9 - Insurance -**

Attach evidence of required insurance in the amounts indicated in Section 33. If available, a properly completed ACORD Form is preferable.

**Tab 10- Financial Statements**

All Prospective Contractors shall supply an audited, financial statement for the past year. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third party certified statement shall be signed and certified by the third party Certified Public Accountant (CPA) and signed and certified as accurate by the Prospective Contractor.

**Tab 11- Addenda**

The contractor is responsible for contacting Aiken County Procurement Department to identify any Addenda's issued for this Request for Proposal. Any Addenda issued subsequent to the release of this solicitation must be acknowledged by signature of the authorized representative of the Prospective Contractor, and a copy in provided in this section.

**Tab 12 - Exceptions**

Include any/all exceptions taken to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation. Any exceptions shall be reviewed by the Aiken County Attorney for appropriateness and is only valid if accepted in writing by the Aiken County Attorney.

**Tab 13 - Litigation: Prospective Contractors**

Contractors shall provide all judgments entered into against the Prospective Contractor by any Federal, State or Local Courts within the past ten (10) years; any criminal conviction ever issued against the Prospective Contractor or its owners or principals, and all civil, criminal and administrative proceedings pending against the Prospective Contractor at this time.

**Tab 14 - Bonding Capacity**

Include an executed Letter of Commitment, proof of bonding capacity issued by the Surety Company for the Payment and Performance Bond, per the attached sample letter page 55.

- 7. **PROPOSAL EVALUATION:** Aiken County shall award to the responsive and qualified offeror(s) whose proposal is determined to be the most advantageous to the Aiken County Emergency Management Department. Evaluation of proposals shall be based on the evaluation factors set forth in the Request for Proposals and any other relevant information obtained through the evaluation process, and the interviews, if held.
- 8. **EVALUATION CRITERIA:** The evaluation criteria define the factors that will be used by the evaluation committee to evaluate and score responsible and qualified proposals. Prospective contractors shall include sufficient information to allow the evaluation committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified contractor per the evaluation criteria listed below.

Qualifications of the Contractor .....10%

- Number of years of experience in disaster response: company and/or predecessors must have at least 5 years of experience in this field; more preferred
- Degree of experience in all areas of emergency response, management and recovery

- Experience with FEMA reimbursement programs and funding issues
- Proof of satisfactory or better performance on contracts of similar scope and size: references and letters of reference must verify successful completion of similar projects
- In house client training capabilities: provide certification of emergency management training

**Qualifications of staff.....10%**

- Assurance of dedicated project team
- Experience of key team members in area identified under experience of prospective contractor: identify senior and project management
- Affirmative Action of prospective contractor: describe local and minority subcontracting plan
- Education and experience of prospective contractor personnel: provide brief resumes

**Technical Approach .....30%**

- Experience of prospective contractor in previous similar projects
- Technical approach of the prospective contractor to mobilize and perform the many aspects of the work
- Ability to respond in a timely manner with the necessary resources

**Vendor Questionnaire.....10%**

- Complete attached vendor Questionnaire (page 57-59)

**Price .....10%**

- Pricing schedule will be evaluated for reasonableness
- All line items must be priced exactly as quoted within the RFP Regardless of any alternates which may be proposed

**Technical and Reimbursement Assistance .....30%**

- Experience of prospective contractor in relation to tracking, recording, and data processing
- Prospective contractors knowledge and experience of Federal reimbursement guidelines  
Experience in emergency debris management plan preparation

**9. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS** No oral interpretations will be made as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this RFP must be emailed to [procurement@aikencountysc.gov](mailto:procurement@aikencountysc.gov) before 5:00 December 10, 2018. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The Aiken County Procurement Department will not be responsible for any other explanation or interpretation of the RFP made or given prior to the award of the contract. The Aiken County Procurement Department will not respond to questions received after the specified deadline.

**10. ORAL PRESENTATION:** An oral presentation of proposal may be requested of any Prospective Contractor at the Evaluation Committees discretion. Contractors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

**11. WITHDRAWAL OF PROPOSAL:** The Proposal may be withdrawn by the Offeror by means of a written request, signed by the Offeror or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged after the date and time for submission of proposals.

**12. ACCEPTANCE/REJECTION:** Aiken County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing contractors, and to waive any informalities, defects, or irregularities in any proposal, and to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the Aiken County Emergency Management Department.

**13. ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the Prospective Contractor if no award has been made. If the RFP is not withdrawn at that time, it shall remain in effect until an award is made or the solicitation is cancelled. Aiken County Department reserves the right to request an extension of the period of validity the proposals if the contract has not been negotiated within 120 days from the submittal date of the RFP.

**14. TIME LINE:**

Following is a listing of actions and anticipated dates; the Aiken County Procurement Department reserves the right to change the dates, if necessary.

Advertising & Publishing RFP	November 14, 2018
Pre-proposal Conference	December 6, 2018 @ 11:00 a.m.
Deadline for Questions/Clarifications	December 10, 2018 @ 5:00 p.m.
Questions and Answers (Q&A) will be posted	December 13, 2018
Proposal Submittal Date Deadline	December 19, 2018 @ 3:00 p.m.

**15. CONTRACTOR'S CERTIFICATION AND RESPONSIBILITY:**

By submitting a proposal, Prospective Contractors represent that:

- A. The Prospective Contractor has fully read and understands the RFP in its entirety, has fully read and understands the proposal method, the evaluation criteria and has full knowledge of the scope, nature, and quality of work to be performed. The Prospective Contractor's proposal is made in accordance therewith.
- B. The Prospective Contractor possesses the capabilities, experience, resources, financial wherewithal, and personnel necessary to provide efficient and successful services as set forth in the Scope of Services to the Aiken County Procurement Department, and;
- C. Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made upon which the Contractor will rely. If the Contractor receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligations to comply in every detail with all provisions



and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Contractor for additional compensation or relief.

**16. COSTS INCURRED BY PROPOSERS:** All expenses involved with the preparation and submission of proposals to Aiken County, or any work performed in connection therewith, shall be borne solely by the Prospective Contractors. No payment will be made for any responses received, or for any other effort required of, or made by, Prospective Contractors in responding to this RFP.

**17. CONTRACTOR'S PERSONNEL:**

- A. The Contractor represents that it has or shall secure at its own expense, all necessary personnel required to perform the services under the resulting contract. Such personnel shall not be employees of or have any contractual relationship with Aiken County.
- B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position. Aiken County reserves the right to require the Contractor to remove any employee from working on the resulting contract, which Aiken County deems incompetent, careless, or otherwise objectionable.
- C. The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- D. During the performance of the contract, the Contractor agrees to the following:
  - 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

The Contractor and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

**18. RESERVATION OF Aiken County's RIGHTS:** In addition to all other rights provided Aiken County under State law, the Aiken County Procurement Department specifically reserves the following rights:

- A. The right to rank firms and negotiate with the highest ranked firms in accordance with the Evaluation Criteria set forth herein. Negotiation with an individual prospective Contractor does not require nor prohibit negotiation with others.
- B. The right to select the proposal that it believes will serve the best interest of Owner.
- C. The right to reject any or all Proposals.
- D. The right to cancel the entire Request for Proposal or to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability.
- E. Aiken County reserves the right to waive any informality, irregularity or immaterial error in the Request for Proposal or in any Proposal received, or reject any and/or all Proposals, or re-advertise.

- F. The right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- G. The right to select a Contractor(s) on the basis of the original proposals without negotiation.
- H. All proposals received from Contractors in response to this Request for Proposal will become the property of Aiken County and will not be returned to the offerors. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of Aiken County.
- I. In the event only one responsive proposal is received, Aiken County reserves the right to award to the sole offeror; re-advertise the Request for Proposal, with or without making changes to the evaluation factors; or elect not to proceed.

For and in consideration of Aiken County considering Proposals submitted, the Offeror, by submitting its Proposal, expressly waives any claim to damages of any kind whatsoever, in the event Aiken County exercises its right to cancel the award in accordance herewith.

Aiken County reserves the right to select, from among the various Proposal alternates, those alternates to be included in the final Contract as well as the right and option to award or re-solicit Proposal alternates in any sequence or at any time deemed to be in the best interest of Aiken County.

**19.SUBCONTRACTING:**

- A. Contractor shall not employ any subcontractor, supplier, or other person or organization whether initially or as a substitute, against whom Aiken County may have reasonable objection. The Contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work against whom the Contractor has reasonable objection. The Contractor shall provide an opportunity for local subcontractors, minority and Disadvantaged Business Enterprises (DBE's) subcontractors to participate in the work.
- B. All subcontractors, suppliers, or other persons or organizations (including those who are able to furnish the principal items of materials or equipment) shall be submitted to the Aiken County for acceptance if requested. Aiken County's acceptance, in writing, of any such subcontractors, suppliers, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by Aiken County of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of Aiken County to reject defective work. Action by Aiken County awarding a Contract to a firm that has disclosed its intent to assign or Subcontract in its response to the RFP, shall constitute approval thereof.
- C. The Contractor shall be fully responsible to Aiken County for all acts and omissions of the subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the resulting contract documents shall create for the benefit of any such subcontractors, suppliers, or other persons, or organizations, any contractual relationship between Aiken County and any such subcontractors, suppliers, or other persons or organizations, nor shall it create any obligation on the part of Aiken County to pay or to see to the payment of any money due any such subcontractors, suppliers, or other persons, or organization, except as may otherwise be required by laws and regulations.

- D. The Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor. The Contractor shall require all subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work to communicate with Aiken County through the Contractor.
- E. All work performed for the Contractor by a subcontractor or supplier shall be pursuant to an appropriate agreement between the Contractor and the subcontractor or supplier that specifically binds the subcontractor or supplier to the applicable terms and conditions of the resulting contract for the benefit of Aiken County.

**20. CONTRACT:** The contents of this RFP and all provisions of the successful proposal deemed pertinent by Aiken County may be incorporated into a contract and become legally binding when approved and executed by both parties. Contents of the Contract may contain changes from Aiken County's perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful Contractor's submittal and any additions or deletions made at the discretion of Aiken County as a result of this RFP process. The Contract will be a standby contract for use in dealing with response to emergency situations. Work related to the Contract shall commence upon issuance of a Notice to Proceed.

**21. PROPRIETARY INFORMATION:**

Offerors should be aware that the Request for Proposal and the responses thereto are in the public domain. However, the offerors may identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from offerors in response to this Request for Proposal will become the property of Aiken County and will not be returned to the offerors. In the event of contract award, all documentation produced as part of the contract will also become the exclusive property of Aiken County. Aiken County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal submitted does not affect this right.

**22. LICENSES AND CERTIFICATES:**

- A. Aiken County reserves the right to require proof that a Prospective Contractor is an established business operating in compliance with the law.
- B. Each Prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.
- C. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

**23. CONTINUING THE WORK:** The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with Aiken County. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Aiken County and Contractor may otherwise agree in writing.

**24. WAIVER OF CLAIMS:** Once any contract resulting from this RFP expires, or final payment has been requested and made, the respective Contractor shall have no more than ninety (90) calendar days

to present or file any claims against Aiken County concerning such contract and thereafter, such claim shall be deemed waived.

**25. CHANGE IN SCOPE OF WORK**

- A. Aiken County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by Aiken County and Contractor. It is noted that this is a unit price contract and nothing herein shall limit the number of units of work that may be required by a disaster. Once issued a Notice to Proceed (NTP), unless limited by area or amount, the Contractor shall proceed at the daily directive of Aiken County the entire work required hereunder.
- B. If the Contractor believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. If Aiken County's Representative believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The Contractor may then assert its right to an adjustment under the terms and conditions set forth herein for claims.
- C. Aiken County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RFP process for materials, products, services, and/or items similar in nature to those specified within this RFP for which requirements were not known or realized at the time of issuance of the RFP.
- D. The Contractor shall commence performance on the date set forth in the Notice to Proceed which date shall be determined by the Aiken County Emergency Management Department prior to, during or after any disaster.
- E. The Contractor shall, after Notice to Proceed and with the Aiken County Emergency Management Department's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a daily basis. The plan will be updated each day of operation. Contractor shall provide a computerized daily update of progress, showing the streets cleared by web map, the volumes recovered, the location of crews, and the estimated percentage completion. Such program shall be web based, and shall be accessible by the Aiken County Emergency Management Department with a password provided by Contractor or as an active website available without password to the public, as instructed by the Aiken County Emergency Management Department. Contractor shall provide examples of such work plan, their web based programs, their plans for its use, and the hosting thereof in their proposal.

**26. USE OF PREMISES:**

- A. The Contractor shall assume full responsibility for any damage to any work areas, homeowner, or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work. Contractor shall maintain a toll-free hotline answered 24 hours per day to professionally accept homeowner and other claims. Contractor shall provide in its proposal, a summary of and sample computerized documents exhibiting its complete

claim resolution program to include computerized complaint logs, complaint report forms, site visit and inspection forms, and computerized resolution reporting forms and summaries for the Aiken County Emergency Management Department. Should any claim be made by any such owner or occupant because of accident, intentional act, the performance of the work, or for any other such reason the cause of which is the Contractor or their Subcontractors, Agents or Employees, the Contractor shall promptly settle with such party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall provide a weekly-computerized update of all claims and complaints and their disposition, both individually and in summary form.

- B. During the progress of the work, the Contractor shall keep their sites free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish, and debris from and about the sites, as well as tools, appliances, equipment, machinery and/or surplus materials.
- C. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- D. No tracked equipment shall be allowed on public streets or Right Of Way (R.O.W.'s) without the written permission of the Aiken County Public Works Department.

**27. ESTIMATED QUANTITIES:** Aiken County reserves the right to increase or decrease estimated quantities as required. Estimated quantities as shown within of this RFP are for estimating and proposal purposes only. It is understood by all Prospective Contractors that these are only estimated quantities and Aiken County is not obligated to purchase any minimum or maximum amount during the life of the contract. The actual volumes of any work can only be identified subsequent to a disaster, and as the work proceeds. The Contractor shall be required to perform all work required by the Contract regardless of volume.

**28. PERFORMANCE:** The selected Contractor shall perform the resulting contract in a timely fashion. If the disaster is such that it may reasonably be predicted in advance, Contractor shall have Management personnel within the Emergency Operations Center (EOC) 24-48 hours prior to the arrival of the disaster. If the disaster is such that the disaster could not be predicted, the Contractor shall have Management personnel within the EOC within 24 hours after the event. Contractors Management personnel shall assist the Aiken County Emergency Management Department to plan a response, plan for the arrival of the event if possible, and to initiate the Emergency Push and initial debris removal and rescue operations. Contractor shall mobilize work crews and heavy equipment within such period of time as may be set forth within the Notice to Proceed. Crews shall be mobilized in a staggered phasing so as not to overwhelm the resources of the monitoring body.

Contractor shall describe its mobilization program and past experience with such mobilization. Contractor should clearly exhibit experience in large previous compelling mobilizations, to multiple sites, with short time frames.

**29. PAYMENT AND PERFORMANCE BONDS/ SURETY LETTER:** The successful bidder shall be required to provide payment and performance (surety) bonds for the entire amount of the Contract price to insure the successful performance of the terms and conditions of the contract. The payment and performance bond shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the contract. The bond must be provided within seven (7) days of written Notice to Proceed.

The payment and performance bond is to be secured from a surety or insurance company listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, with at least an A-rating in the latest printing of the A.M. Best's key rating guide, to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed in this State to write surety bonds.

As this Contract is on a Standby Emergency Basis, Aiken County must be certain that the offeror has the capability to obtain, within a few days, in the face of a major disaster, a surety bond to cover the extensive Emergency work which may be required and which work must be initiated almost immediately. Therefore, to ensure such capability, Aiken County requires the Proposed Contractor to provide a signed Letter of Commitment from their surety company meeting the requirements delineated above, with their proposal in the form and containing the required terms and conditions as set forth herein. The Letter of Commitment shall exhibit clearly the proposed Contractor's ability to obtain, and upon a valid Notice to Proceed, the surety's obligation to provide, a surety Payment and Performance bond for the Project for an amount up to \$50,000,000. Aiken County reserves the right to seek clarifications to satisfy the requirements of the commitment letter. See the attached sample Surety Commitment letter. Failure to include an appropriate executed letter from the surety in acceptable format shall be grounds for rejection of the Proposal.

**30. PAYMENT/INVOICES:** All Prospective Contractors must specify on their Proposal letter the exact company name and address which must be the same as shown on invoices submitted for payment. Contract payments shall be made in arrears, within thirty (30) days after approval of a billing statement for actual work done by the Contractor(s). All billing statements or invoices submitted for payment shall be original and should be sent to Aiken County at [procurement@aikencountysc.gov](mailto:procurement@aikencountysc.gov).

Billing statements or invoices should include company name and address, locations of where work has been performed, reconciliation sheets for each day's work, and support documentation as required. The successful Contractor will be responsible for all work and/or debris deemed ineligible. Retainage will be withheld from each contract payment in the amount of ten (10 %) percent. Retainage will be released upon the completion of the project including the resolution of all complaints, but not sooner than 90 days after the completion of all contract work to insure timely completion of the project and/or discovery of damage to public or private property. Contractor shall also submit executed lien. If Retainage exceeds Two Million (\$2,000,000) Dollars, it shall no longer be collected or withheld.

Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, which includes information contained in the approved worksheets and/or debris ticket. The final format of the daily worksheet and information to be contained will be approved and agreed upon by the Contractor and the Contract Administrator. Any discrepancies between the Aiken County Procurement Department's records and the Contractor's submittals must be rectified, to Aiken County's satisfaction, by the Contractor, before payment on those items will be made by the Aiken County Procurement Department. Contractor shall computerize all tickets daily and present to the Aiken County Procurement Department as a summary reconciliation document within (48) hours of the daily completion of the work. Contractor shall note that thousands to tens of thousands of tickets may be produced per day and Contractors plans and computer program must encompass such potential volumes. Contractor should provide sample forms and program formats, describe their data processing experience, their data management center (if any),

their data management programs and procedures and their key data management personnel in their proposal.

Public Works and Contractor shall meet daily (within 48 hours of the issuance of the tickets) to reconcile tickets and work performed. Contractor shall revise the computerized reconciliation sheets with any corrections discovered and re-present a corrected Daily Reconciliation sheet to the Aiken County Procurement Department for signature within twenty-four (24) hours thereafter. Both the Aiken County Procurement Department and the Contractor shall execute each Daily Reconciliation sheet after being verified as correct. Such Daily Reconciliation sheets shall then become the basis for billing documentation.

- 31. RECORDS AND RIGHT TO AUDIT:** The Contractor shall maintain adequate records, documents, and information to justify all charges, expenses and costs incurred in performing the work for at least five (5) years after completion of this contract. The Aiken County Procurement Department shall have access to such books, records, and documents as required in this section for the purpose of inspection, reproduction, audit, and/or during normal business hours, at the Aiken County Procurement Department's expense, upon five (5) days prior written notice.
- 32. SAFETY:** The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state, and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this contract. The Contractor, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for the safety and protection of the public, including securing areas, posting danger signs, placarding, labeling, or posting other forms of warning against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation, and/or removal of bio-solids, bio-hazardous waste, or any hazardous or toxic materials, trash debris, refuse, or waste, the Contractor, its subcontractor(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials, and hazardous operations, and shall exercise the utmost care and perform such activities under the supervision of properly qualified and/or competent personnel.
- 33. INSURANCE REQUIREMENTS:**

- A.** Prior to the time Contractor is entitled to commence any part of the project, work or services, Contractor shall procure, pay for, and maintain at minimum the following insurance coverage's with the stated limits or greater. Said insurance shall be evidenced by delivery to the Aiken County Procurement Department of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the Aiken County Procurement Department, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract and any additional extensions. In addition, the Aiken County Procurement Department reserves the right to request physical evidence of this coverage by requesting the policy declaration page, and/or a confirmation from the agent and/or company verifying the coverage is and/or has been continually in effect. Sub-contractors must meet the same requirements as general contractors or be covered by the general contractor's policy through an owner's or contractors protective policy.

The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

1. **Commercial General Liability** - in the amount of five million dollars (\$5,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Liability limit shall apply separately on a per project basis.
2. **Comprehensive Automobile and Water Vehicle Liability** - covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of one Million dollars (1,000,000.00) per occurrence combined single limit / Any Auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles is also required.
3. **Worker's Compensation** - Offeror shall provide a policy with employer's liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Aiken County Procurement Department. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice.

Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

4. **Pollution and Remediation Liability**

A. **Limits:** with limits of not less than five million dollars (\$5 000,000.00) annual aggregate / two million dollars (\$2,000,000.00) per occurrence, including the cost of defense during the term of the contract and for a period of five (5) years following the completion thereof. Such coverage shall include, but not be limited to:

1. **Pollution Legal Liability-** (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials, or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).
2. **Remediation Legal Liability Expense** - expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes acids, alkalis toxic chemicals, liquids or gases, hazardous materials, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and
3. **Transportation Legal Liability/Expense Pollution Legal Liability or Remediation Legal Liability/Expense** arising out of the movement by the Contractor of product or waste of the Aiken County Public Works Department to its final delivery point as specified in the resulting contract.

Contractor agrees that the insurer shall waive it rights of subrogation, if any, against Aiken County on Commercial General Liability and Worker's



Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to Aiken County.

Loss Deductible Clause: Aiken County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

**B. Conditions:**

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to the Aiken County Procurement Department by certified mail to: Contractor shall also notify the Aiken County Procurement Department, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against Aiken County for payment of premiums.

**C. Subrogation:** Contractor hereby waives subrogation rights for loss or damage against Aiken County.

**34. PUBLIC ENTITY CRIMES:** All Offerors are hereby notified that a person or affiliate, who has been placed on the convicted vendor list, or the Federal suspension and/or debarment list, may not submit a proposal under this Request for Proposal. By submitting this Proposal, the Proposal Contractor certifies they are not suspended or debarred nor does their submittal violate the provisions of this paragraph.

**35. CONFLICT OF INTEREST:** The Contractor shall promptly notify the Contract Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such person may undertake, and request an opinion of Aiken County as to whether the association, interest, or circumstance would, in the opinion of Aiken County, constitute a conflict of interest. Aiken County shall respond to such notification by certified mail within thirty (30) days.

BY SUBMITTING THIS PROPOSAL, THE CONTRACTOR CERTIFIES THAT THEY HAVE NO CONFLICT WITH ANY EMPLOYEE, AGENT, ELECTED OFFICIAL OR OFFICER OF AIKEN COUNTY, NOR ANY OTHER CONFLICT AS MAY BE SET FORTH HEREIN.

**36. COLLUSION:** More than one Proposal from an individual, firm, partnership, corporation, association and/or related parties under the same or different names will not be considered. If Aiken County believes that collusion exists among Offerors, all Proposals from the suspect firms will be rejected. Related parties mean Prospective Contractors or the principals thereof, which have a direct or indirect ownership and/or profit sharing interest in another Prospective Contractor or Co-offeror.

Prospective Contractors shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and all resulting contract(s).

Prospective Contractors, by responding to this RFP, certify that such response is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**37. AWARD AND TERM:** Aiken County reserves the right to award a contract or contracts to the Contractor(s) that the Aiken County Emergency Management Department deems to offer the best overall proposal. The Aiken County Procurement Department is therefore not bound to accept a proposal on the basis of lowest price. In addition, Aiken County, at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, or to re-advertise with revised specifications, if it is deemed in the best interest of Aiken County to do so. Aiken County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in Aiken County's best interest. At the discretion of Aiken County, the successful Contractor(s) may be awarded a contract for five (5) years with five (3) subsequent one (1) year renewals permissible, upon mutual written agreement and, approval for a maximum of eight (8) years.

**38. JURISDICTION:** This Request for Proposal and any resulting Contract shall be general by the Laws of the State of South Carolina.

## **SCOPE OF WORK**

### **A. Clearing and /or removing debris from the public right-of-way, streets and roads to a temporary disposal area (DMS).**

This action requires the mechanized loading of various types of debris thereby transporting the load to a predetermined storage and processing site (DMS). Debris is typically defined as scattered items and materials broken, destroyed, or misplaced by a natural disaster. Example: trees, construction and demolition material and personal property. Right-of-way is typically defined as the portion of land over which a facility, such as highways, railroads, or power lines are built. This includes land on both sides of the highway up to the private property line.

The method(s) utilized for debris removal under this agreement are to be determined by the Contractor and approved by the County. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws and personnel necessary to accomplish the objective of the County. The work to be performed under this agreement shall consist of the Contractor clearing and removing any and all eligible debris for the County by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting or moving debris to facilitate loading; 3) two (2) passes as required by FEMA regulations for loading and hauling debris to location(s) approved by the County. The County may instruct the Contractor to grind or recycle the County's excess green waste materials.

**A-1 – Vegetative Debris** - A cubic yardage rate associated with mechanical collection and transportation of vegetative debris from the public right -of-way to a predetermined disposal area. Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Vegetative debris in this instance has already been separated or requires no separation and has been placed on the right of way for collection.

**A-2 – C&D Debris** - A cubic yardage rate associated with the mechanical collection and transportation of construction and demolition debris from the public right of way to a predetermined disposal area or landfill. Construction and demolition debris generated by a disaster includes damaged components of buildings and

structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and flooring, window coverings, plastic pipe, fully cured asphalt, heating and ventilating, and air conditioning systems and their components, light fixtures, small appliances, equipment, furnishings and fixtures. C & D debris in this instance has already been separated or requires no further separation and has been placed on the right of way for collection. In some cases this debris may be directed to a final disposal facility.

**B. Management and operation of debris reduction sites in order to accept process and reduce disaster related debris.**

A DMS is a location for the contractor to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition. They shall be used to reduce debris and increase the operation's flexibility.

By employing a DMS, the debris can be collected from the right-of-way and public properties in order to expedite permanent recovery operations. Locations for temporary debris storage and processing facilities should be identified during the planning process, and a listing included in the Debris Management Plan. The contractor will be responsible for securing adequate DMS site(s). These site(s) should allow for the following:

- Flexibility of operations. The DMS may also include a collection center for the public's use.
- Facilitation of recycling and reduction of debris. Specific reduction, recycling or segregation needs should be designed into the site.
- Expedition of debris collection. Having a site for temporary storage and reduction allows time for local landfill site preparation before final disposal. The DMS may also be established at a location central to the disaster event, thereby reducing travel time from the disaster area to the disposal site.

**Identifying Debris Management Sites**

Site selection should be based on the following criteria:

- Ownership,
- Size,
- Location, and
- Environmental and historic concerns (baseline study findings).

**Ownership** The contractor should possibly consider public lands first in order to avoid costly land leases. Applicant-owned sites that will not require extensive repair costs, such as parks, vacant lots, or sports fields, should be considered as well.

When this is not possible, the contractor should develop criteria for identifying potential private property locations for the DMS. The successful contractor shall indemnify and hold the jurisdiction harmless against any damage or environmental claims. The successful contractor agrees to purchase environmental pollution insurance as defined in the insurance section of this document.

**Land Lease Agreements** The duration of the land lease agreement should be inclusive of all the time the applicant will be present at the site, beginning with the baseline environmental study and ending once the property owner takes back legal ownership.

The agreement should include a requirement to conduct a baseline environmental assessment (phase 1) of the site before the site is occupied and an environmental assessment before returning the property back to Aiken County. Both documents may become an annex to the land lease agreement.

The land lease agreement should be for a specific time frame with the ability to extend the lease if debris removal and processing activities are not completed.

**Size** The required size of the site will depend on the expected volume of debris to be collected and the planned volume reduction methods. The DMS can vary in size from 10 to 200 acres. A large portion of the site will be used for roads, buffers, burn pits, HHW disposal areas, etc. As a general rule, larger sites mean fewer sites are needed; hence, site closeout is easier.

**Location** The DMS should be in an area that does not impede the flow of traffic along major transportation corridors, disrupt local business operations or cause dangerous conditions in residential neighborhoods or schools. Whenever possible, avoid locating a DMS near residential areas, schools, churches, hospitals and other such sensitive areas.

The DMS will need good ingress/egress to accommodate heavy truck traffic. The DMS selection criteria should consider access to major routes to allow for trucks to transport material to final disposition locations.

The contractor will need to consider public acceptability when selecting a potential DMS. It will largely be dependent upon the activities planned for the site. Smoke from burning, around-the-clock light and noise from

equipment operation, dust and traffic are generally tolerated early in a disaster recovery operation, but may have to be curtailed later. The contractor is strongly encouraged to notify citizens early about planned site activities and possible ramifications.

**Environmental Factors** When selecting public or private sites, pre-existing conditions should be considered because the sites will have to be restored upon site closeout. Proper management of the site will allow the site to be closed with manageable efforts. For site closure reasons, the contractor will want to keep from aggravating an existing environmental issue during the debris management operations.

Therefore, a DMS should not be established in an environmentally sensitive area such as wetlands, historical sites, critical animal and plant habitats, archeological sites, or fresh water well fields. This applies specifically to any Superfund site or an area within a 100-year flood plain. The contractor should eliminate all sites that may have any of the listed environmental concerns. If an environmental concern is found during the baseline data collection process (described below), the potential site should be eliminated from consideration.

By conducting a baseline data collection study, the contractor is able to further establish the feasibility of potential sites, document the existing site and vet potential environmental issues. Data collection will need to be completed prior to establishing the site and continued throughout the operations. The final assessment should include the same documentation in order to avoid disagreements of the condition of the site prior to the operations and the condition in which the property is returned.

**Baseline Data Collection** The following actions are suggested to document the baseline data on all selected sites:

**Videotape and/or Photograph the Site.** Thoroughly videotape and/or photograph (ground or aerial) each site before beginning any activities. Periodically update video and photographic documentation to track site evolution.

**Document Physical Features.** Note existing structures, fences, culverts, irrigation systems and landscaping that can help evaluate possible damage claims made later.

**Historical or Archeological Investigation.** Research the properties past use and ownership to note any issues regarding historical or archeological significance. The contractor may contact the state historical preservation agency for assistance and notification of intent prior to assuming ownership through a lease agreement.

**Sample Soil and Water.** Advanced planning with community and state environmental agencies can establish requirements, chain of custody, acceptable collection methods, certified laboratories and testing parameters. If in-house assets are not available, the contractor may consider establishing a contract with an environmental consulting firm that can respond rapidly. Soil and groundwater samples should be collected prior to volume reduction activities. Planned HHW, ash and fuel storage areas should be sampled prior to site setup.

**Environmental Monitoring Program** As the operations proceed additional data should be collected throughout the operations for closeout and quality assurance reasons. The data can be compared to the previously established information in order to determine any remediation that may be necessary.

- 1. Sketch Site Operation Layout.** DMS operations may grow, shrink, or shift on the site. It will be important to track reduction, hazardous waste collection, fuel, and equipment storage in order to sample soil and water for contaminants. Periodically map or sketch activity locations so that areas of concern can be pinpointed later for additional sampling and testing.
- 2. Document Quality Assurance Issues.** Document contractor operations that will have a bearing on site closeout, such as petroleum spills at fueling sites; hydraulic fluid spills at equipment breakdowns; contractor installation of water wells for stock pile cooling or dust control; discovery of HHW; and commercial, agricultural or industrial hazardous and toxic waste storage and disposal.
- 3. Plan Environmental Remediation.** Final restoration of the landscape must be acceptable to the landowner, but within reasonable expectations. Therefore, plan the landscape restoration as early as possible, preferably incorporating a basic plan in the lease.

**Permits** Environmental permits and land-use variances may be required to establish a temporary DMS. Several agencies may be involved in issuing permits and granting land use approvals. The planning process should identify the potential permits that will be required to establish a facility. A listing of the permits should be part of the Debris Management Plan and may include:

- Waste processing and recycling operations permit
- Temporary land-use permits
- Land use variances
- Traffic circulation plans

- Air quality permits
- Water quality permits
- Coastal commission land-use permits
- Household hazardous waste permits
- Fire department permits
- National Environmental Policy Act (NEPA) compliance

**Site Preparation** The topography and soil/substrate conditions should be evaluated to determine best site layout. When planning site preparation, the designer should consider ways to make site closure and restoration easier. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be re-spread to preserve the integrity of the tillable soils. Operations that modify the landscape, such as substrate compaction and over-excavation of soils when loading debris for final disposal, will adversely affect landscape restoration.

**Site Layout** There should be no significant accumulation of debris at temporary storage sites. Debris should be constantly flowing to incinerators and grinders, or recycled with the residue and mixed construction and demolition materials going to a landfill. Additional debris management sites may be required if the actual debris quantities flowing in to the site are greater than the site storage and processing capacity. The efficiency and the overall success of the DMS operations will be partially determined by how the site will be designed.

**Operational Boundaries** Operational boundaries are the boundaries or areas that clearly define the difference in use areas at the DMS. In establishing the operation boundaries, the DMS design staff may consider using earthen berms, temporary barriers, or any other physical restriction. This will aid traffic circulation and help keep debris amassing at the DMS to a minimum.

Common operational activities are:

- Reduction
- Recycling
- Tipping areas (unloading)
- Loading areas for processed debris to go to its final disposition
- Drop-off centers for the general public (this may include vegetative, recycling, or construction and demolition debris)
- Household hazardous waste storage
- Monitoring tower locations
- Equipment, fuel, and water storage

The separation between all of the areas listed above will need to be clearly delineated and defined. As operations proceed the lines may be moved to accommodate either growing demand for space or reducing in preparation for closure.

The reduction, recycling, tipping, and loading areas will need ample room for large equipment operations. The design should take into consideration the possibility of multiple pieces of equipment being in the same activity area at one time. Depending on the scale of operations, each debris stream may have its own tipping area and should be designed accordingly.

General public drop-off areas for recycling, reduction, and C&D debris may be included within a DMS. These public use areas should be carefully designed for passenger vehicle traffic and public safety.

Household hazardous waste storage should be close to the public drop-off center yet restricted so that qualified personnel may process the waste appropriately. The contractor may consider constructing an impermeable lining and earthen berms in order to contain spills and prevent surface water runoff from leaving the area.

Monitoring towers should be located at ingress and egress points. Monitoring towers should be constructed of durable structural materials and should follow USACE construction criteria designed to withstand active and static loads.

Equipment and fuel should have a designated storage area and signs posted appropriately. The fuel storage areas will need to be designed to contain spills. Water should be readily available at all times. Water storage areas should be strategically positioned throughout the site and identified appropriately.

**Recycling** Hurricanes and earthquakes may present opportunities to contract large-scale recycling operations and mitigate disposal cost and in some instances create an economic return for the jurisdiction. The contractor shall attempt to exercise their initiative to segregate and recycle debris as it arrives at the DMS or landfill.

The decision to recycle disaster debris should be made before collection begins. The jurisdiction may find that marketing and selling the reduced debris is more financially attractive than hauling the unreduced debris to a local landfill.

Processing disaster debris through grinding, shredding or any other means without an understanding of the end-uses and market specifications may result in the products becoming unusable for its intended purpose and the debris will need to be disposed of. For that reason, it is incumbent upon the contractor to thoroughly research the market opportunities and establish criteria to assist emergency personnel in making decisions to recycle certain types of debris.

#### **Common Recyclable Materials**

\* **Metals** Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches and green houses. Most of the nonferrous and ferrous metals are suitable for recycling. Metal maulers and shredders can be used to shred trailer frames, trailer parts, appliances and other metal items. Ferrous and non-ferrous metals are separated using an electromagnet and then sold to metal recycling firms.

\* **Soil** Landslide debris removal operations may include transporting large amounts of soil from the slide area to the DMS. At the DMS, it is combined with other organic materials that will decompose over time. This procedure can produce significant amounts of soil that can be sold, recycled back into the agricultural community, or stored on-site to be used as cover. If the soil is not suitable for any agricultural or residential use, it may be deemed suitable for use as cover material at a landfill.

\* **Concrete, Asphalt and Masonry Debris** Concrete, asphalt and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user.

**Traffic Patterns** The traffic circulation will need to be well defined throughout the entire site. Although traffic signs and barricades aid in directing traffic the planning staff may consider flag personnel to help direct traffic. Optimally, the designed traffic pattern should allow trucks to enter and exit through different access points, as long as each is monitored. Haulers are typically paid by the volume of a load. The load is evaluated when entering the site as a percentage of the full capacity of the truck. Stationing monitors at ingress and egress points will ensure every truck releases the entire load prior to leaving the site. This avoids debris left in a truck from a previous load from being counted again in a subsequent load.

The empty trucks that are entering the site to remove the processed (reduced) debris should enter and exit through an access point other than that of all other traffic. This will reduce the site management and debris monitor confusion regarding debris being deposited or leaving the site.

**Site Manager** The contractor is responsible for supervising the overall day-to-day operations, maintaining daily logs, preparing site progress reports and enforcing safety and permitting requirements during site operations. The contractor is also responsible for scheduling the environmental monitoring and updating the site layout plan.

**Debris Monitors** Monitors should be placed at ingress and egress points in order to quantify debris loads, issue debris load tickets, inspect and validate truck capacities, check loads for hazardous wastes and perform quality control checks.

**Safety Personnel** Safety personnel are responsible for traffic control and ensuring that site operations are in compliance with the state and federal occupational safety regulations.

**Site Closure** When the site operations are complete, the property must be restored to its original condition before returning the site to the property owner. Restoration of a site involves removing all traces of the operations and possible remediation of any contamination that may have taken place during the operations. The site must be brought back to its environmental state, in which it was leased, prior to it being returned to the owner.

Debris, processing equipment, storage tanks, protection berms, and other structures built on the site should be removed from the site upon completion of all debris removal and processing operations.

The final environmental site assessment is an extension of the environmental monitoring program. Similar testing completed in the baseline study will be conducted, and an initial study made to confirm the site has been returned to its pre-activity state. Test samples should be taken at the same locations as those of the initial assessment and monitoring program. However, if warranted, additional test samples may need to be taken at other locations on or off the site.

Based on the results of the testing, additional remediation may be required before the owner will take final acceptance of the site. The lease agreement should have provisions to release the contractor from future damages if the site is returned in its original condition.

**B-1 – A cubic yardage rate associated with managing, accepting, processing and reducing vegetative debris through grinding.**

Chipping and grinding operations of vegetative debris should target volume reduction 75 percent. Since 25 percent of the volume remains from chipping and grinding, the contractor should attempt to gain benefit of this reduction method by identifying alternate uses of the residual material. The ability to use recycled wood chips as mulch for agricultural purposes, as fuel for industrial heating, or in a cogeneration plant helps to offset the cost of the chipping and grinding operation.

If the grinding operation is strictly for volume reduction, size of the mulch is not important; however, mulch to be used for agricultural purposes must be of a certain size and virtually free of paper, plastic and dirt. Because of shallow topsoil conditions in some locations, mulch is a desirable product. The contractor should work closely with local environmental and agricultural groups to determine if there is a market for mulch.

Plastics should be eliminated completely. To help eliminate contaminants, root rake loaders should be used to feed or crowd materials to the chipper or grinder. Hand laborers should remove contaminants prior to feeding the grinders.

Bucket-loaders tend to scoop up earth, causing excessive wear to the grinder or chipper. Shaker screens should be used when processing stumps with root-balls or when large amounts of soil are present in the woody debris. The separated soil should be reused.

**Grinding Equipment** Grinders are ideal for use at debris storage and reduction sites because of their high volume reduction capacity. Chips or mulch should be stored in piles no higher than 15 feet and located so as not to hinder hauling operations. The contractor should locate the grinder after making noise and public safety considerations. The reduced debris production output should be sufficient as to not hinder haul in and haul out progress.

**B-2 – A cubic yardage price associated with managing, accepting, processing and reducing vegetative debris through burning.**

**Incineration** The contractor should target a 95 percent reduction rate through incineration. Local agricultural extension personnel should be consulted to determine if the resulting ash can be recycled as a soil additive. This option shall not be used if mixed debris enters the waste stream.

The preferred method of burning shall be air curtain incineration, however controlled open air incineration may be acceptable under certain conditions and with the authority of the jurisdiction.

**Controlled Open-Air Incineration** carefully reduces vegetative debris by burning debris within a contained fixed area. The reduction of clean woody debris presents little environmental damage and is cost effective.

**Air Curtain Pit Incineration** offers an effective means to expedite the volume reduction process while substantially reducing the environmental concerns caused by open-air incineration. The air curtain incineration method uses a pit constructed by digging below grade or building above grade (if a high water table exists) and using a blower unit. The blower unit and pit should comprise an engineered system that must be precisely configured to function properly.

The burning chamber should be no more than eight-feet-wide and nine- to 14-feet-deep. The length of the pit should vary depending on site size, environmental permitting and labor/equipment limitations. The contractor shall demonstrate knowledgeable and experienced with air curtain pit incinerator design and operating procedures.

**Portable Air Curtain Incinerators** use the same methods as air curtain pit incinerator systems, except that the portable incinerators use a pre-manufactured pit rather than an onsite constructed earth/limestone pit. Portable air curtain incinerators are the most efficient incineration systems available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. The pre-manufactured pit requires little or no maintenance as compared to earth or limestone constructed pits, which are susceptible to erosion. Portable air curtain units are ideal for areas with high water tables and sandy soils and areas where smoke capacity must be kept to a minimum.

**Environmental and Safety Concerns** With all of the incineration methods, environmental compliance and safety concerns need to be addressed by the contractor. The contractor must check with appropriate state agencies for state-specific requirements. The following are setback, permitting, and public information suggestions to be addressed by the contractor.

Setbacks and buffer zones need to be established within and around the reduction sites not only for the public safety but also for the safety of the debris operations. A setback of at least 100 feet should be maintained between the debris piles and the incineration area. It is often suggested that 1000 feet be allowed between the incineration area and the nearest building in order to create a generous buffer zone for emergency vehicles, if needed. The fire should be extinguished two hours before anticipated removal of the ash mound. The ash mound

should be removed before it reaches two-feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material should not be placed in the pit. Fencing and signage are simple and effective means to keep the public away from the incineration area.

Smoke generated by any of the above incineration methods is often interpreted by the general public as having an environmental impact. Therefore, the contractor should also address smoke as part of the air monitoring guidelines. The state environmental or forestry agency will have guidelines that will need to be met in order to acquire and keep a burn permit.

The contractor should take the initiative in keeping the public informed. Local officials, environmental groups and residents should be thoroughly briefed on the incineration methods being used, how the systems work, environmental standards, health issues and the risks associated with the chosen method of incineration.

**B-3 – A cubic yardage rate associated with accepting, managing, processing and reduction of construction and demolition debris thru compaction**

This method requires the contractor to utilize best practice methods of efficient separation and DMS management to process C&D material.

C. Contractor will be considered the owner of all debris brought to a DMS. The contractor must remove or arrange for the removal and final disposal of all debris, reduced or not, brought to the DMS. The contractor is responsible to pay all tipping fees in association with the final disposal. Contractor will provide all required documentation needed to receive reimbursement.

D. **Right-of-way (ROW) Stumps - The cost associated with the removal and disposal of hazardous from the ROW.**  
A stump may be determined to be hazardous and eligible for reimbursement as a per-unit cost for stump removal if it meets all of the following criteria that shall be determined by the jurisdiction or its designated agent:

- It has 50 percent or more of the root-ball exposed (less than 50 percent should be flush cut);
- It is on improved public property or public right-of-way; and
- It poses an immediate threat to life, public health and safety.

The reasonable cost for the stump removal is based on the diameter of the stump measured two feet from the ground. Stumps measuring **24 inches in diameter or less** do not require special equipment; therefore, reimbursement will be based on the reasonable unit cost per cubic yard, using the Stump Conversion Table found in *Appendix G, FEMA RP 9523.11, Hazardous Stump Extraction and Removal Eligibility*. The unit price for stump removal includes the extraction, transport, and disposal of the stump as well as filling the cavity that remains.

The contractor will be compensated at the rate per cubic yard for normal debris removal for all stumps, **regardless of size, placed on the public rights-of-way by others** (i.e., contractors did not extract them from public property). In such instances, the contractor did not incur additional costs to remove these stumps; the same equipment used to pick up vegetative debris can be used to pick up these stumps.

If the contractor incurs additional costs for removal of a stump measuring more than 24 inches in diameter that is placed on the right-of-way, a Hazardous Stump Worksheet can be submitted for reimbursement consideration.

E. **Right of way (ROW) cutting partially uprooted or split trees (leaners)**  
An eligibility determination shall be made by the jurisdiction or its representative using the following criteria:

- \* A tree is considered "hazardous" if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in diameter or greater, when measured two feet from the ground; **and one or more of the following criteria are met:**
  - It has more than 50 percent of the crown damaged or destroyed.
  - It has a split trunk or broken branches that expose the heartwood.
  - It has fallen or been uprooted within a public use area.
  - It is leaning at an angle greater than 30 degrees.

Trees determined by the jurisdiction to be hazardous and that have **less than 50 percent of the root-ball exposed** should be cut flush at the ground level. The cut portion of the tree will be included with regular vegetative debris. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level.

F. **Right of way (ROW) removal of dangerous hanging limbs (hangers)**  
Criteria for the removal of hangers will be determined by the jurisdiction using the **following criteria:**  
Limbs must be:

- Greater than 2" in diameter
- Still hanging in a tree and threatening a public-use area (trails, sidewalks, golf cart paths)



- Located on improved public property

All hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes.

An eligible scope-of-work will be to cut the branch at the closest main branch junction. Removing the entire branch back to the trunk is not the preferred method.

- G. Debris Removal from Private Property** When requested, Contractor will initiate and manage a Private Property Debris Removal (PPDR) program to remove debris on private property and/or demolish private structures that present a public safety hazard.

**COMMENCEMENT PPDR PROGRAM**

- PPDR operations will commence upon receipt of a specific task order and notice to proceed from Owner.
- PPDR operations will proceed in an orderly and manageable fashion on publicly and privately owned properties as designated by the Aiken County Public Works Department's task order.

**REQUIRED PPDR DOCUMENTATION**

- Identify affected properties with Government Agency Personnel
- Provide a detailed listing of all affected properties, to include:
  - A. Description
  - B. Damages
  - C. Property Owner with contact information
  - D. Identification of Task Order
  - E. Progress of Work
  - F. Sign-off and release
  - G. Any peculiarities pertaining to entry or safety
  - H. Certification that property is vacant and all valuables have been removed if demolition to occur.
  - I. Location of unseen obstructions

**CONTRACTOR RESPONSIBILITIES**

- Obtain signed right of entry agreement from owner to include:
  - A. Right of Entry Agreement
  - B. Hold Harmless Agreement (to protect contractor, subcontractors, County/City, and FEMA from claims)
  - C. Non-duplication of Benefits form to ensure owner does not receive both federal assistance and insurance proceeds for the same work.
- Assess the property thoroughly with Government Agency and obtain detailed scope of demolition and/or work to be performed from the owners for each site.
- Obtain proper permits and/or Condemnation Certificates for work, if required.
- Prepare drawings and/or photographs of each site from multiple angles to document condition of property prior to entry.
- Enter photographs into computer under particular PPDR file.
- Prepare and maintain computerized schedule and daily progress of work. Update daily for a continuous mechanism to track programs and completion of all PPDR.
- Owner shall clearly designate and physically make each property to be entered and/or demolished.
- Clearly locate, mark and/or protect all utilities. Terminate utilities at street if part of task order. Electricity and gas to be terminated by utility company, if appropriate.
- Contractor is responsible to ensure work is conducted only on those properties designated by the government.
- Contractor shall be responsible for the safety of all personnel and equipment.
- Contractor will be responsible for personnel and equipment logs, and their distribution to government, as appropriate.
- Contractor will be responsible to ensure work assignments received are completed to the requirements of the government task order.

**EQUIPMENT** Demolition operations equipment may include but is not limited to the following:

- Track type loaders
- Rubber tire front end loaders with grapple buckets
- Rubber tire front end loaders with 4 in 1 bucket
- Rubber tire backhoes with thumb
- Track hoe and/or excavators
- Dozers
- Other specialized equipment as required.

All equipment used must meet current safety standards.

**MAINTENANCE/FUEL VEHICLES AND PERSONNEL**

- Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations.
- Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

**HAND CREWS** Sufficient laborers with personnel protective gear and sufficient hand tools and/or technician should accompany each work crew.

**OPERATIONS**

- Demolition operations will be conducted only on properties as instructed by Owner task orders. (Utmost care must be exercised to ensure only the authorized and designated properties are entered and/or structures are demolished and that only the portions of the debris and/or structures as authorized are removed.)
- All debris will be picked up and loaded into haul trucks in a safe and workman-like manner. Debris shall be trimmed to ensure a safe load. Safety shall not be compromised.
- All construction and demolition materials shall be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards if applicable.
- Obvious hazardous materials shall be dealt with in accordance with the Aiken County Public Works Department's task order.
- Traffic control personnel, with appropriate traffic control and safety equipment, shall be stationed as appropriate, at each approach point of the work area to maintain traffic control and prevent personal injury. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

**COMPLETION AND CLOSE OUT**

- Upon completion, the property shall be inspected by Owner and preferably by the Property Owner.
  - A Completion Certificate should be obtained from the Government Inspectors, signed by them and preferably the Property Owner.
  - Such Completion Certificate should certify also the lack of damages to the property, to any items remaining on the property at the instruction of the Government, and the lack of damages to any adjacent property.
  - Upon completion of the work, pictures are taken of the property from the same sides to document the completion of the PPDR.
  - The Completion Certificate should be part of the final documentation for payment.
- H. Storm Deposited Silt-Canals** Contractor shall remove storm deposited silt from drainage or recreational canals and by use of marsh buggy equipment, barge mounted equipment and via land based equipment where accessible. The Aiken County Public Works Department will direct the Contractor to use the means appropriate for silt removal. Contractor shall dispose of the silt at either a City/County owned site or a site secured and paid for by the contractor.
- I. Ditch Cleaning** Contractor will remove storm deposited silt and debris from drainage ditches. Contractor shall dispose of the silt at either a City/County owned site or a site secured and paid for by the contractor. The Contractor will load haul and dispose of debris, either vegetative or C&D at an approved landfill. The width shall be determined by measuring the ditch from the highest elevation on one bank to the highest elevation on the opposite bank.
- J. Cleaning and Clearing of Drain Line** Contractor will clear drain lines such that they will be left clean and unobstructed to allow for full capacity drainage flow. Contractor shall dispose of the silt at either a City/County owned site or a site secured and paid for by the contractor. The contractor will load, haul and dispose of debris, either vegetative or C&D at an Owner approved landfill. Measurement shall be by the inside diameter of the drain line.
- K. Cleaning and Clearing of Catch Basins and Inlets** Contractor will clear catch basins and inlets such that they will be left clean and unobstructed to allow for full capacity drainage flow. Contractor shall dispose of the silt at either a City/County owned site or a site secured and paid for by the contractor. The Contractor will load, haul and dispose of debris, either vegetative or C&D at an approved landfill.
- L. Sand Collection (Public Property) and Screening Rate** Debris-laden sand will be loaded from the public right of way and hauled to a designated location such as a temporary collection site to be dumped. After the debris-laden sand is discharged it shall be screened and stockpiled at a temporary site(s). After the sand is cleaned it will be returned/ hauled to the beach to be stockpiled for reuse along the shoreline/ beach. Debris generated from sand screening will be hauled to a debris management site(s) or other designated location according to debris collection rates.

**Sand Collection (Private Property) and Screening Rate** Debris-laden sand will be loaded from private property and hauled to a designated location such as a temporary collection site to be dumped. The collection of the debris-laden sand will be a coordinated effort between the Contractor, the Aiken County Public Works Department, and the Property Owner. The Contractor will bear the responsibility of the documentation and data collection necessary to ensure reimbursement from FEMA along with administering a successful Right of Entry Program. Collection of debris-laden sand from private property shall not disrupt or damage the private property; the sand can only be removed back to the existing grade prior to the event. After the debris-laden sand is discharged it will then be run through a screen and stockpiled at a temporary site(s). After the sand is cleaned it will be returned/ hauled to the beach to be stockpiled for reuse along the shoreline/ beach Debris generated from sand screening will be hauled to a debris management site(s) or other designated location according to debris collection rates.

- M. Contractor shall supply and place suitable fill dirt in ruts created by equipment and vehicles, holes created by the removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
- N. Contractor shall remove the carcass of all dead animals and dispose of in accordance with all federal, state and local rules and regulations.
- O. Contractor shall load, haul and store all white goods in accordance with all federal, state and local rules and regulations.
- P. Contractor shall remove and recover Freon from any white goods such as refrigerators, freezers or air conditioners in accordance with all federal, state and local rules and regulations using appropriate UL certified recovery equipment and shall be properly recycled.
- Q. Sunken Vessel Removal - For Water Based Salvage/Removal Operations of Vessels the contractor shall have extensive knowledge and experience in marine salvage and marine wreck removal. Contractor must show experience with numerous salvage/wreck removal contracts and the ability to quickly mobilize specialized salvage equipment into position. Contractor shall determine and set forth at the request of Owner the best approach method for recovery or removal of vessels in a marine environment. Contractor must be capable of providing the following salvage services.

**Refloat**

1. Determine best approach route to vessel (taking into consideration water depth, width of channel, marine traffic)
2. Provide salvage equipment and hazardous containment equipment alongside target vessel
3. Secure perimeter of vessel with oil containment boom
4. Secure target vessel with rigging and lifting gear
5. Pump/Lift as determined necessary
6. Repair hull to maintain buoyancy and allow free float
7. Once refloated, inspect for any incoming water
8. Secure vessel to predetermined mooring site.

**Stage**

1. Determine best approach route to vessel (taking into consideration water depth, width of channel, marine traffic)
2. Secure salvage equipment and hazardous containment equipment alongside target vessel
3. Secure perimeter of vessel with oil containment boom
4. Secure target vessel with rigging and lifting gear
5. Pump/Lift as determined necessary
6. Place vessel on deck barge and secure for transport to staging area
7. Transport vessel to staging area

**Debris**

1. Determine best approach route to vessel (taking into consideration water depth, width of channel, marine traffic)
2. Secure salvage equipment and hazardous containment equipment alongside target vessel
3. Secure perimeter of vessel with oil containment boom
4. Secure target vessel with rigging and lifting gear
5. Pump/Lift as determined necessary
6. Place vessel in hopper barge for disposal

The contractor shall factor the above approach into the quoted price along with all the necessary items to complete Sunken Vessel removal. Marine based operations shall be priced per linear foot of unit.

**Land Based Water Salvage/Removal Operations:** For Land Based Salvage/Removal Operations of Vessels the contractor shall have extensive knowledge and experience in marine salvage and marine wreck removal. Contractor must show experience with numerous salvage/wreck removal contracts and have the ability to quickly mobilize specialized salvage equipment into position.

Contractor must be capable of providing the following at a minimum for the removal of Sunken Vessels.

**Refloat**

1. Determine best approach route to vessel (taking into consideration roadways, power/phone lines and traffic)
2. Secure salvage equipment and hazardous containment equipment alongside target vessel
3. Secure perimeter of vessel with oil containment boom
4. Secure target vessel with rigging and lifting gear
5. Pump/Lift as determined necessary
6. Once refloated inspect for any incoming water
7. Secure vessel to predetermined mooring site.

**Stage**

1. Determine best approach route to vessel (taking into roadways, power/ phone lines and traffic)
2. Secure salvage equipment and hazardous containment equipment alongside target vessel
3. Secure perimeter of vessel with oil containment boom
4. Secure target vessel with rigging and lifting gear
5. Pump/Lift as determined necessary
6. Place vessel on deck barge or lowboy trailer and secure for transport to staging area
7. Transport vessel to staging area

**Debris**

1. Determine best approach route to vessel (taking into consideration roadways, power/phone lines and traffic)
2. Secure salvage equipment and hazardous containment equipment alongside target vessel
3. Secure perimeter of vessel with oil containment boom
4. Secure target vessel with rigging and lifting gear
5. Pump/Lift as determined necessary
6. Place vessel in hopper barge or dump trailer for disposal

The contractor shall include the above in the quoted price along with all the necessary items to complete Vessel removal. Water and land based operations shall be priced per linear foot of unit.

- R. Vehicle and Land-Based Vessel Removal** For the removal and recovery of vehicles the contractor shall include the following plan of action in the quoted price for these services:

Contractor will prepare and equip sites for use upon initiation of contract work. Each site will be equipped with perimeter lighting at 300-foot intervals, six-foot fencing, gates, and paving, as well as portable office buildings, inspection towers and utilities. Each prepared aggregate site will have a level, clean, dry, and firm surface and be navigable and accessible by recovery and remediation vehicles and equipment. Each site will also be evaluated and prepared with regard to issues of ingress and egress, highway access, neighborhood concerns and soil conditions. During mobilization, Contractor will supply and transport all necessary supplies, equipment, materials, and personnel to the aggregation sites, and build out the improvements to the site required for storage and remediation operations. Contractor will obtain clearance from underground or overhead utilities and from property owners and state and City/County entities for the aggregation locations.

**Operation of the Aggregation Sites** These sites shall be fenced, lighted, and secure according to applicable state regulations. Contractor must be prepared to operate the sites to receive vehicles up to twenty-four hours a day and up to seven days a week as required by the County or State. Vehicles will be stored in a manner to permit inspection by State authorities as required, or for reclamation by owners. Contractor shall also be prepared to provide our own 24-hour security if security is not otherwise provided for.

The sites shall centrally located to the areas containing the greatest proportion of damaged and abandoned vehicles, the total approximate potential acreage of the sites will be sufficient to accommodate the projected number of vehicles to be stored over the life of the contract. A significant proportion of the sites should only require little preparation to be used for this purpose; they should be available within whatever period of time required for storage and remediation of vehicles. Following appropriate preparation, the remainder of the acreage will be available shortly thereafter.

**Towing** Licensed towers shall be issued work orders from a central dispatch containing all pertinent data supplied by authorities within 48 hours of receiving. Recovery vehicle shall, within 24 hours, arrive at the site and immediately access the vehicle. Any environmental issues shall be mitigated, and any and all safety issues

addressed. Should the operator find any major threats to health, safety or the environment, vehicle shall not be moved, and the County or State shall immediately be notified. Once all concerns are addressed, the vehicle shall be lifted, properly secured and transported to the assigned staging area using the safest and most direct route.

**Receipt of Vehicles** Each site will be equipped with a tower manned by both an independent monitor and one of the Contractors representatives in order to record the receipt of each vehicle and maintain accurate records. As the vehicle is accepted at the tower, it will be checked into the aggregation site using the vehicle Year, Make, Model, License Plate State and Number, Vehicle Identification Number, extent and type of damage, and its location on the lot by row number, column letter, and GPS location. Contractor shall also record any identifying information or number(s) contained in markings or stickers affixed to the vehicle by authorities for purposes of the recovery operation. If the vehicles have been tagged with a bar code, the tag will be scanned and printed. A computerized tracking of the vehicle is then prepared and the condition of the vehicle and the processes that it goes through, making ready, crushing, shredding, etc., are then tracked. This ticket also then becomes part of the pay documents for the recovery, preparation, and disposal. If necessary or required, Contractor will typically mark the windshield of the vehicle with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vehicle through each step.

**Storage of Light, Medium, and Heavy-Duty Vehicles** Vehicles introduced into the aggregation site will be stored at the site for sixty days or more in our fenced, lighted, and secure environment. Vehicles will be staged, tagged, and marked for easy retrieval and inspection. Vehicles will be stored in locations identifiable by row and column number and letter and by GPS coordinates. Location identifiers will be keyed to the vehicle records in the site's tracking database.

Vehicles will be stored in a manner to allow ample access for inspection by State or local authorities and/or to allow for retrieval and reclamation by vehicle owner when applicable and the contractor when the holding period has expired and the vehicle is being removed for final dismantling, recycling, and/or disposal.

**Demobilization Vehicles** will be discharged to appropriate entities for disposal, recycling, or other appropriation as directed by the terms of the contract, after clearance through applicable protocols, and after documentation in the vehicle record, described above.

Once all vehicles are removed, Contractor will remove all equipment, supplies, and non-hazardous trash from the aggregation site. We will dispose of all trash and debris in a permitted landfill and repair and remediate any damage to the aggregation site caused by the storage and remediation operations and equipment as directed by the County.

**Vessels** Contractor must develop a Technical Approach for the Recovery and Storage of vessels that provides a clear solution for this portion of the contract that meets the needs of the Aiken County Public Works Department and satisfies all federal, state, and local licensing, and contractor regulations and requirements.

**Mobilization** Contractor will prepare and equip storage sites for use upon initiation of contract work. Each site will be equipped with perimeter lighting at 300-foot intervals, six-foot fencing, two gates, and a hard packed surface, as well as portable toilets, receiving areas, electrical, and telephone service, and any necessary storage equipment. The prepared aggregate sites will have a level, clean, dry, and firm surface and be navigable and accessible by recovery vehicles and equipment. The sites will also be evaluated and prepared with regard to issues of ingress and egress, highway access, neighborhood concerns, soil conditions, wetlands and other environmental issues. During mobilization, Contractor will supply and transport all necessary supplies, equipment, materials, and personnel to the aggregation sites, and build out the improvements to the site required for storage operations. Contractor will obtain clearance from underground or overhead utilities and from property owners and state and City/County entities for the aggregation location. Contractor and/or its subcontractors must have recovery equipment and vehicles prepared to mobilize upon the first notification to recover vessels.

**Operation of the Aggregation Sites** These sites shall be fenced, lighted, and secured according to applicable state regulations, in particular as required by the solicitation. Contractor shall prepared to operate each site to receive vessels at minimum from 7:00 am until 5:00 pm, Monday through Saturday, and up to twenty-four hours a day and up to seven days a week as required by the State, for access and inspection. Vessels will be stored in a manner to permit inspection by State or County authorities or for reclamation by owners.

Contractor sites shall be centrally located to the areas containing the greatest proportion of damaged and abandoned vessels. The total approximate potential acreage of the site will be sufficient to accommodate the projected number of vessels to be stored over the life of the contract for that area. Our sites will be available within whatever period of time required for storage of vessels.

**Recovery Recreational Boats** Contractor and its subcontractors shall have recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels. Vessels that have been identified and cleared for

recovery and towing from public lands by the appropriate state or local agency will be recovered within 72 hours of notification. Recovery will begin with identification of the vessel using GPS coordinates supplied by notifying agency. Contractor shall inspect the vessel and make a record of the vessel location, description, registration number, and the type and extent of damage. Prior to towing, Contractor shall mitigate any fluid leaks. Outboard motors shall be tilted to the utmost position. Batteries shall be disconnected; leaks shall be mitigated. Vessels will then be transported to the aggregation site safely and securely by Contractors towing vehicles, trailers, and equipment.

**Receipt of Vessels** Each site will be equipped with a receiving area manned by both an independent monitor and one of our representatives in order to record the receipt of each vessel and maintain accurate records. As the vessel is accepted at the receiving area, it will be checked into the aggregation site with a record of the vessel recovery location, description, registration number, extent and type of damage, and its location on the lot by row number, column letter, and GPS location. Contractor shall also record any identifying information or number(s) contained in markings or stickers affixed to the vessel by State or County authorities for purposes of the recovery operation. If the vessels have been tagged with a bar code, the tag will be scanned and printed. A computerized tracking of the vessel shall then be prepared and the condition of the vessel and the processes that it goes through are then tracked. The receipt document then becomes part of the pay documentation. If necessary or required, Contractor shall typically mark the topside, bow, stern and/or deck of the vessel with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vessel through each step.

**Storage of Trailers and Light, Medium, and Heavy Recreational Boats** Vessels introduced into the aggregation site will be stored at the site in a fenced, lighted, and secure environment. Vessels will be staged, tagged, and marked for easy retrieval and inspection. Vessels will be stored in locations identifiable by row, column number, letter, and/or by GPS coordinates. Location identifiers will be keyed to the vessel records in the site's tracking database. Boats will be segregated by type and size and trailers will be segregated from boats. Vessels will be stored in a manner to allow ample access for inspection by State or local authorities and/or to allow for retrieval and reclamation by vessel owner when applicable and the contractor when the holding period has expired and the vessel is being removed for final dismantling, recycling, and/or disposal.

- S. Contractor, at the direction of owner, will secure, operate and maintain one or more fenced, lighted and secured sites for the safe staging and storing of recovered vehicles and vessels. Site will be manned 24 hours per day, 7 days per week.
- T. Contractor will furnish all labor, equipment and materials necessary to perform the installation of travel trailers at sites specified by owner.

**Basic Trailer Installation** Trailers shall be towed from the staging area to the designated sites. The towing operator shall be properly licensed and insured. All roots, rocks and debris at the base of the piers shall be cleared. The trailer shall be properly placed and aligned. Trailers shall be set up on concrete piers. The set up will include a minimum of six piers, three on each side, evenly spaced. The contractor shall provide a base for the piers. The base will be  $\frac{3}{4}$ "X24"X24" exterior grade plywood. The piers will have a minimum of two solid cap blocks on the base and two solid cap blocks on the tops of the piers. After the weight of the travel trailer is transferred to the piers, the piers must be vertically aligned and tightly shimmed with wooden wedges. The contractor shall be responsible for all necessary re-leveling of the trailer for a period of 90 days.

Contractor shall install two anchors per side. All anchors must be placed, driven or augured in place. The straps shall be 1.25"X.035" cold rolled galvanized steel. The anchor straps shall be snug and in a near vertical position.

Sewer line installation from the sewer riser and connection to the travel trailer is to be provided by use of 3" hard PVC. The line shall be of the shortest practical. At sites with a sewer riser already installed, the contractor will make the connection between the travel trailer connecting point and the riser, up to 50 feet. If a sewer riser is not in place, a clean out fitting will be installed in an accessible location to facilitate snaking-out a clogged up line from the connecting point, through the riser and into the main or sewer line. The pipefitting that attaches the sewer connection to the drain outlet of the travel trailer shall be threaded and screwed or installed with a removable adaptor for that drain outlet. The nominal inside diameter of the unit sewer connection shall not be less than three inches (3"). The slope shall be continuous and at least one quarter inch ( $\frac{1}{4}$ " per foot and no more than one half inch ( $\frac{1}{2}$ " per foot. Overhead hanging sewer straps shall be placed at four foot (4') intervals (maximum) to prevent any deflections. The contractor shall test the sewer line for leakage and any leaks shall be repaired at no additional cost.

If the sewer riser is not in place, the contractor will make an appropriate sewer tap on the sewer collection line and install the necessary piping and riser connection. Sewer piping shall be installed in accordance with local codes and the Unified Plumbing Code. The contractor shall test the sewer line for leakage, and any leaks shall be repaired at

no additional cost. The above ground line shall be properly sealed where it connects to the sewer riser. The above ground sewer line shall be strapped and secured properly every four feet. This includes up to 50 linear feet of above ground, three-inch (3") sewer.

Water line installation from the existing service connection to the travel trailer service pipe is to be provided by use of approved RV water hose, up to fifty feet (50'). For sites with water service riser already installed, the contractor will make the connection between the travel trailer connecting point and the riser. A cut-off valve and a hose bib with anti-siphon valve shall be located adjacent to the unit connecting point. The contractor shall test the service line for leakage and any leaks shall be repaired at no additional cost.

Where local water pressure is in excess of the manufacturers recommended maximum psi, the contractor shall install an approved water pressure-reducing device to safeguard the unit's plumbing system. If the water service riser is not in place, the contractor will make an appropriate tap on the water service line and install the necessary piping and riser connection. Water piping shall be installed in accordance local codes and the Unified Plumbing Code. All service line beneath the travel trailer shall be installed clear of the ground, made with minimum number of joints, be of shortest practical length, and be supported by metal straps at four foot (4') intervals maximum.

The contractor shall test the service line for leakage and any leaks shall be repaired at no additional cost. RV hose shall be capable of withstanding constant exposure to weather elements. A pressure regulator valve is required on the supply inlet. This includes up to fifty feet (50') of portable water hose, anti siphon valve, and any required pressure reducing device.

The contractor shall provide connection of service from the electrical assembly to the travel trailer weatherproof electrical disconnect pedestal box up to fifty feet (50'). The power supply cable shall be furnished with the travel trailer, whenever possible the contractor shall provide above ground electrical service from the applicants panel box to the RV disconnect. The weatherproof disconnect box or RV receptacle box will be provided and installed by the contractor at a point near the travel trailer to permit connection of existing power cord. The weatherproof disconnect box will be equipped with the appropriate breaker to provide an approved 30 amp service and mounted on treated 4X4 post or the equivalent. The bottom of the weatherproof disconnect box will be a minimum of ten inches (10") above ground level. Installation of electrical service will meet all federal, state and local codes and requirements. This includes up to fifty feet (50') of above ground direct wiring.

Note: Travel trailers that are electric models will require a 50-amp service and circuit breaker. The requirements are as above, amended to 50 amp service and circuit breaker. The increased cost of the 50-amp service and circuit breaker shall be offset by the lack of a LP gas requirement for the unit.

Contractor shall fill both propane tanks where applicable.

The contractor shall install steps at each travel trailer entrance. All wooden steps shall be made of exterior grade framing lumber. The contractor shall prepare the grade and construct a level step, such that the step is centered on the door and safely beneath the doorsill in a manner that does not represent a trip or safety hazard. The steps must not impede the opening or closing of the door or restrict occupant entrance or exit. The steps will be constructed of wood thirty-six inches (36") wide. Handrails constructed with 2"X4" safety edge lumber shall be provided on all steps and installed on both sides of the steps. The platform and steps shall have a stable and secure foundation, be level in both directions and be anchored. All handrails shall be sanded and painted with two coats of white paint.

As part of the basic install, the contractor shall make travel trailer ready for occupancy (RFO).

- Arrange all furniture for occupancy
- Clean and mount storm window panels
- Install drawers
- Remove window clips, travel blocking and protective taping
- Hang fire extinguisher
- Mount exterior light fixtures and install bulbs
- Install interior light globes and covers
- Install screens
- Reinstall any fallen curtains
- Install cabinet door panels and any other knockout panels
- Install commode tank lid
- Repair, if necessary, cabinet/door/drawer hardware
- Test water system and make minor repairs (i.e., tighten, adjust or replace fittings, flare nuts, faucet washers, ball cocks, shower diverters, faucet sets, etc)
- Verify hot/ cold water lines. Reverse if necessary
- Tighten or replace loose drain line connections
- Replace commode wax ring and tank gaskets as needed

- Tighten loose connections in electrical system
- Test electrical circuits and replace bulbs, breakers, switches or receptacles as needed
- Activate, test and make any necessary minor repairs to the refrigerator, range, furnace, air conditioner, and water heater for proper operations. Adjust pilots and burners, change orifices, water heater elements, etc., as needed
- Test smoke detector and replace if faulty.
- Test exhaust fans for proper operation and repair as needed
- Clean floors, counters, kitchen fixtures, bath fixtures and windows
- Perform any other minor work required to prepare the unit for occupancy
- Remove unit packing debris and excess set up material from the premises

Additional services to be supplied as needed

**Sewer Line, Buried:** The contractor shall run necessary sewer line and sewer riser from the sewer tap to the travel trailer. At sites with sewer riser already installed, the contractor will make the connection between the travel trailer connecting point and the riser. If a sewer riser is not in place, the contractor will make an appropriate sewer tap on the sewer collection line and install the necessary piping and riser connection. A clean out fitting will be installed in an accessible location to facilitate snaking-out a clogged up line from the connecting point, through the riser and into the main service or line. The pipefitting that attaches the sewer connection to the drain outlet of the travel trailer shall be threaded and screwed or installed with a removable adaptor for the drain outlet. The line shall be the shortest practical length and shall include a clean out. The contractor shall test the sewer line for leakage and any leaks shall be repaired at no additional cost. All sewer piping and installation shall be installed in accordance and compliance with state and local codes and Unified Plumbing Code. This also includes placement in a trench separate from the water line and at a distance from the water line, burial below the surface of ground, and securing the installation to reduce deflections. Backfill materials will be free of rocks and other debris and will include a bed of compacted sand six inches (6") above and six inches (6") below the sewer line. If the travel trailer has multiple sewer drop points, they will be interconnected to a single unit drop point.

**Install Sewer Tap** If a municipal sewer tap is required, the contractor shall excavate, install the tap, and connect to the sewer line from the travel trailer and backfill, according to local requirements. The sewer tap shall be made in accordance with local regulations regarding sewer tap installations. All piping shall be connected to assure free flow. In the event the governing entity has a predetermined fee for sewer taps, such fee shall be paid by the contractor and reimbursed at actual expense.

**Water Line, Buried** The contractor shall extend water service from the supply source to the travel trailer pad. If the water service riser is not in place, the contractor will make an appropriate tap on the water service line and install the necessary piping and riser connection. Service line is to be laid a minimum of six inches (6") below the frost line and not less than twenty four inches (24") below the surface of the ground with a three quarter inch (3/4") shut off valve installed in the water line, or three quarter inch (3/4") shut off valve with pet cock must be installed in the water line. The service line must be placed in a trench separate from the sewer line and at a distance that is in compliance with state and local codes. A cut off valve and a hose bib with anti-siphon valve shall be located adjacent to the unit connecting point. The contractor shall test the line for leakage and any leaks shall be repaired at no additional cost. A backflow preventer valve will be properly installed. Backfill materials shall be free of rocks and debris and shall include a bed of compacted sand six inches (6") above and below the water line. Where local water pressure is in excess of the manufacturers recommended maximum psi, the contractor shall install an approved water pressure-reducing device to safeguard the unit's plumbing system... All service lines beneath the travel trailer shall be installed clear of the ground, made with the minimum number of joints, be of the shortest practical length, and be supported by metal straps at four foot (4') intervals maximum.

**Municipal Water Tap** If a municipal water tap is required, the contractor shall excavate, install the tap, and connect to the water line from the travel trailer and backfill, according to local requirements. The installation of the water tap will be accomplished in conjunction with, and according to the regulations of the local water company. In the event the governing entity has a predetermined fee for water taps, such fee shall be paid by the contractor and reimbursed at actual expense.

**Power Pole w/ Meter** Furnish and install 50-amp travel trailer electric power pole and meter loop - The contractor shall install an overhead electric assembly. This assembly shall be at least 50 amps (120/240 volt service) with a weatherproof, rain-tight meter box containing a 50-amp circuit breaker. All components shall be installed in accordance with the National Electric Code (NEC) and local codes. All conduit connections on the meter pole must be watertight. Pole shall meet all code requirements.



**Water Line Winterization** When specified, the contractor shall install freeze protection heating tapes and insulation to water supply piping and shut off valves to prevent freeze up of the system.

**Handicap Ramp** The contractor shall prepare the grade and construct a wooden ramp with level platform such that the platform is centered on the door of principal entry into the travel trailer and flush with the doorsill. Contractor shall coordinate ramp design with local authorities to ensure compliance with the current American Disabilities Act, and state and local requirements. All wood shall be treated, exterior grade framing lumber and shall be used throughout, except for the platform and runway surface, which shall be exterior plywood. The handrail shall be 2"x4" safety edge lumber, sanded and painted with two coats of white paint. Nails shall be coated and sized consistent with industry standards.

The overall length of the ramp and platform shall be fixed by the height above the grade of the travel trailer sill the distance to either a point abreast of the unit, or to a suitable, firm surface approach to the ramp. The ramp pitch shall be one-inch (1") slope for each twelve inches (12") in length maximum. The ramp shall be firmly supported on grade, with mud seals added where necessary because of soil conditions. The ramp and the platform shall have a non-skid surface.

**Direct Wiring to Well Pump Switch:** The Contractor shall provide and install a 30 AMP well pump switch. All components shall be installed in accordance with the National Electric Code (NEC) and local codes. All conduit connections must be watertight and meet all code requirements.

**Aboveground Electrical Access:** The Contractor shall provide and install all aboveground electrical connection in excess of the basic set-up. All components shall be installed in accordance with the National Electric Code (NEC) and all local codes.

**Obtain State and Local Permits:** The Contractor shall be responsible for obtaining necessary permits associated with placing and installing the unit and utility installation. Permits shall be applied for within 3 working days of work order issuance. FEMA will reimburse the contractor the actual permit fees. Receipt required.

**Direct Burial of 50-AMP Service:** At sites with electrical service drop (meter box or other connection point) already installed, the Contractor shall provide underground service (in compliance with all codes and regulations) from the electrical assembly to the unit. All cable shall be appropriately buried and shall be installed in accordance with the National Electric Code (NEC) and local codes. All conduit connections must be watertight and meet all code requirements. The conduit shall be securely attached to the electrical boxes in accordance with accepted methods and standards. Sweeps shall be used at the unit and meter loop assembly. If an electrical service drop is not in place, the Contractor shall install an electrical assembly for utility company connection.

**Handicap Platform Steps:** The Contractor shall prepare the grade and construct a wooden series of level platforms such that the level platform is centered on the door of principal entry into the travel trailer and flush with the doorsill. Contractor shall coordinate platform design with local authorities to ensure compliance with the current American Disability Act, and State, and local requirements.

All wood shall be treated, exterior grade framing lumber and shall be used throughout, except for the platform surfaces, which shall be exterior plywood. The handrail shall be 2" x4" safety-edge lumber, sanded and painted with one coat of white paint. Nails shall be coated and sized consistent with industry standards.

The overall number of platforms shall be fixed by the height above the grade of the travel trailer sill and the distance to either a point abreast of the unit, or to a suitable, firm surface, approach to the ramp. The platform heights shall be between seven and one half-inch (7 ½") and eight inches (8") maximum. The platforms shall be firmly supported on grade, with mud seals added where necessary because of soil conditions. The platforms shall have a non-skid surface material that is FEMA/Industrial approved (sand added to paint is unacceptable).

**U. Marine Debris Removal** The contractor shall provide all management, tools, supplies, equipment, labor, and applicable licenses and permits necessary to conduct marine debris removal and disposal services.

Marine Debris identified in the schedule of the contract shall be removed, handled, transported, and disposed of in accordance with OSHA, and all applicable Federal, State, and local laws, codes, regulations and procedures. The removal of any waste not listed in the Schedule shall only be removed after receipt of written approval from the Contracting Officer.

The work shall consist of removing all wet debris from water surface to sediment bottom from within the waters and lands of the State/County/City, transferring the debris to land based trucks and hauling to approved landfills.

Contractor shall price according to land based and marine based line items by the cubic yard to include all necessary consideration to complete this work in its entirety.

**V. Water and Food Sources for Contract Personnel**

The contractor shall be self-sufficient by providing water suitable for drinking, cooking, and cleaning/sanitation purposes as well as food in sufficient quantities for contract personnel.

**W. DEMOLITION** This scope of work applies to decommission, demolition, and debris removal from privately-owned structures. The Contractor shall provide all equipment, operators, and laborers for work as specified in individual Task Order(s). The work shall consist of private property debris removal, and hazardous substance decommissioning of structures in accordance with applicable federal, state, and local requirements.

The scope of demolition addresses privately-owned structures and removing demolition/general disaster generated debris and includes, but is not limited to: decommissioning structures for hazardous substance removal, demolition of single/multi-family homes, detached garages, framed out-buildings, storage/tool sheds, fences, and collection of other onsite disaster generated debris such as but not limited to wood, construction/demolition (C&D), soil & mud, and stumps. Woody debris will be kept segregated from C&D debris as much as possible. Woody debris includes vegetative debris and clean woody C&D debris, (i.e. not pressure-treated wood or wood with significant painted surfaces). The contractor shall repair all roadways, sidewalks, utilities, drainage structures and other features not designated for demolition or removal, which are damaged by Contractor operations. This will include re-sloping to original grade.

The contractor shall work during daylight hours only, for a maximum of 12 hours per day, 7 days per week or as directed by the Contracting Officer in coordination with local officials.

Concrete slabs, sidewalks, structural foundation piers attached to the ground shall not be demolished or damaged unless otherwise directed by the Contracting Officer. Standing trees shall only be removed as debris when directed by the Contracting Officer. If a slab presents a threat to public health and safety and the Contracting Officer directs the Contractor to remove it, the slab shall be removed by lifting it off the lot rather than by removing it by excavation. Using low impact procedures slab can be broken into easily removable pieces of concrete that will facilitate its removal from the site. Voids found under the slab shall be filled with sand to an elevation 2-6 inches above the surrounding ground elevation.

All dumping operations shall be directed by the debris reduction site or dumpsite operator. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.

The concept of operations is a three-step process as outlined below, which consists of private property debris removal, decommissioning of the structure, and demolition/removal of the structure. The Aiken County Public Works Department will provide the contractor with a list of structures to be demolished (Attachment 2), and approved disposal sites (Attachment 3). The Aiken County Public Works Department provided list will identify whether houses are to be handled and disposed of as C&D or Regulated Asbestos Containing Material (RACM).

The Contractor shall remove all eligible debris from around the structure and haul this material to the appropriate disposal site.

The Contractor shall assess and remove all hazardous substances in the structure and haul to the appropriate disposal site.

The Contractor shall demolish the structure and haul the resulting waste streams to the appropriately permitted landfill disposal sites, in accordance with the attached LDEQ guidance.

The Contractor shall provide all labor and equipment necessary to complete this work identified in awarded task orders. No explosives will be permitted.

Prior to demolition of each structure, the Contractor shall complete the pre-demolition checklist. A photograph and GPS coordinates of each structure to be demolished shall be included on the checklist. An Owner shall approve each checklist prior to the Contractor beginning demolition.

General Debris generated by the storm such as but not limited to: vegetative debris, soils & mud, leaners and hangers, scattered C&D, and stumps that are located on the property, adjacent to the structure to be demolished, shall be removed and appropriately disposed of.

Structures that are determined to be structurally sound by the Contractor shall be decommissioned prior to removal. The decommissioning of a structure shall consist of a hazardous substance assessment and the

subsequent removal of any such items found. Anticipated hazardous substance waste streams include, but may not be limited to: household hazardous waste, white goods, electronic waste, special waste, and universal waste. While assessment, documentation, and removal of all waste streams during the demolition process is required, ACM handling and removal, and reporting in conformance LDEQ ACM Guidance for Hurricane Demolition Debris is essential for compliance and managing risk associated with this work. The contractor shall complete removal of hazardous substance waste streams in no more than one workday after entry of the structure, unless the contracting officer provides written authorization for increased work durations.

Unsound structures shall not be entered prior to structure removal for decommissioning assessments and removals. During the removal of unsound structures, hazardous substance waste streams and white goods shall be collected from the structure and handled as per the requirements of paragraph 6.2, using the following sequence:

1. Wet the structure and partially remove - so remaining structure and/or debris is stable enough to allow access by decommissioning crew.
2. Survey the structure and segregate waste.
3. Segregate and remove HHW and white goods. Removal of segregated waste shall be made in accordance with LDEQ disposal requirements.
4. Complete structure removal of the building as a C&D or RACM waste stream.

The work includes providing all equipment, materials, and labor for disconnecting all utilities, capping water lines, and plugging sewer taps or pipes to septic tanks or sewer systems in accordance with local requirements. Disconnection of all utilities shall be coordinated by the Contractor with the appropriate local service providers. For locating and marking the locations or underground utilities, the Contractor shall coordinate with the appropriate local service providers and/or contact Louisiana One Call at (800) 272-3020. It should be noted, however, that Louisiana One Call can only coordinate with the utility local service providers throughout the State that have signed on with their service. The Contractor shall contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. In cases where there are no shut-off valves, and excavation is required within the utility rights-of-way, the excavation shall be limited to the existing Right of Way (ROW) to the greatest extent feasible, in order to limit unnecessary ground disturbance. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be left in place. The contractor shall take reasonable care and ensure that damage does not occur to any septic tanks or undamaged water wells, grinder pumps and associated tanks/piping. The Contractor shall be responsible for the repair of utilities damaged as the result of his negligence. The contractor will not be liable for any preexisting damage to utilities.

Personal property items, such as but not limited to: automobiles, boats, trailers, and recreational vehicles, shall be relocated offsite to the nearby ROW such that they will not interfere or hinder the Contractor's demolition operations. The Contractor shall take reasonable care not to damage personal property items while moving them, and shall not be responsible for damages to personal property items being moved, unless such damages are determined to be the result to negligence through his actions. The Contractor is not responsible for storm related or other pre-existing damage to personal property.

Demolition shall not begin on structures without an Owner or designated representative present. The Contractor shall check the structures immediately prior to demolition to insure that the properties are vacated.

During demolition, decommissioning of structurally unsound structures, and the removal and hauling of associated debris, water shall be used to control dust. A water truck will be required at each demolition site. The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied areas near the demolition site and to avoid creation of a nuisance in the surrounding area. Use of water shall not be allowed to result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

The Contractor is responsible for ensuring traffic safety in all work areas. Flag persons, temporary signage, or other approved means shall be provided by the Contractor as needed to comply with the above requirement. Prior to the start of demolition of each structure, the Contractor shall cordon-off the work zone, and ensure that it is effectively delineated to prevent access by unauthorized personnel.

The Contractor shall submit a Contractor Safety Plan. The plan shall address decommission tasks, hazards, and mitigation measures for review and approval prior to implementation of any decommissioning. The Contractor's safety plan shall address procedures to be used when conditions, such as a high risk of collateral damage to adjacent facilities, excessive danger to work crews, structural instability, etc. will preclude the use of normal demolition procedures or require additional measures to be taken.

The Contractor shall develop a Decommissioning Plan for the decommissioning of structures to be demolished, and shall be in accordance with all federal, state, and local regulations. The Decommissioning Plan's components shall address, but not be limited to the following items: decommission inspections; inspector qualifications and training; evaluation of structures for the presence of hazardous substances and materials; hazardous material removal; and transport and disposal of decommissioned waste.

A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. The daily safety meeting shall include the hazards expected with each day's activities and the mitigation measures for each hazard shall be discussed. The Contractor Safety Plan may be referenced for mitigation measures.

The Contractor shall submit a daily operation report. A separate operational report is required for each task order/property. For example, if the Contractor is working three crews on the same day, three reports shall be submitted at the end of that day (one for each crew). This form must be signed daily by the QAR representative and the Contractor for payment to be made. Discrepancies between the daily operational report and corresponding load tickets shall be reconciled no later than the following day. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The contractor shall include in the daily operational report the structures demolished that day, including building ID and address. Before and after photographs of all structures demolished shall be submitted for the respective Pre-demolition or Post-demolition checklist.

The Contractor shall provide a work schedule including a time line for each task order/property. The work schedule shall include number of hours per day and days of week the Contractor anticipates working.

The contractor shall provide the following submittals for contracting officer within 5 days after contact award:

- Contractor Safety Plan
- Contractor Decommissioning Plan
- Contractor Quality Control Plan

Note: No site work will be allowed until these plans have been approved by the Government.

The contractor shall provide the following submittals as needed:

- Task Order timeline and Schedule of Work per Task Order
- Copies of all required permits and licenses
- Pre-demolition photographs
- Daily Operation Reports
- Post-demolition photographs

While the contractor shall implement engineering controls (e.g. wetting) to maintain no visible emissions criteria during demolition, the contractor shall also manage surface water runoff for compliance with applicable federal, state and local requirements. For the purpose of this contract, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during execution of this contract. Environmental protection requires consideration of air, water, and land and involves noise and solid waste management, as well as other pollutants. The Contractor and its subcontractors shall incorporate appropriate measures to manage environmental pollution arising from the demolition activities in performance of this contract. Structures to be demolished will be adequately wetted down immediately prior to and during demolition, and also during the loading of haul trucks prior to hauling the debris to approved landfills. While trucks hauling RACM shall be lined, all trucks will have their loads covered with tarps during transport.

The contractor will address potential asbestos containing materials using Best Management Practices to the maximum extent practical, for the purpose of: (1) conformance with NESHAP and (2) removal of appropriate ACM, and (3) classifying the waste stream resulting from demolition as C&D or RACM.

The contractor shall not remove or disturb any human remains. If human remains are encountered at a site during demolition activities, all work at that site shall be stopped. The contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local law enforcement
3. Local government officials

If the contractor encounters animal remains, the remains shall be secured onsite and work may continue. The contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local government officials

If the contractor encounters ammunition, weapons, or explosives on site or during demolition/cleanup activities, all work shall be stopped in the adjacent area. Work may continue in other area on site. The contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local law enforcement
3. Local government officials

If the contractor encounters valuables, such items shall be secured onsite and work may continue. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value. Under no circumstance shall contractor employees keep any found items for souvenirs or other uses. The contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local government officials

Household Hazardous Waste (HHW) is excluded from the definition of Hazardous Waste and therefore does not require the same collection or handling procedures as Hazardous Waste. Examples of HHW include, but are not limited to: batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners.

Hazardous and Toxic Wastes (HTW) assessments of structures to be demolished will have been accomplished by others as part of the ROE process. If suspected HTW materials are found by the Contractor, (i.e. – 55-gallon drums containing unknown materials), they shall be immediately identified and reported to the Contracting Officer's representative, so a determination as to the disposition of the material can be made. Contractor personnel who will be handling HTW materials shall be appropriately trained.

Petroleum Products – All storage tanks containing gasoline, diesel, propane or other petrochemical products shall be pumped or drained prior to the tank being move, in coordination with appropriate Federal, State, and Local agencies. Portable storage containers (oil cans, gas cans, etc.) containing these products shall be segregated and disposed of in an appropriate manner. Contractor personnel who will be handling petroleum product materials shall be appropriately trained.

E-Waste products shall be segregated on site and disposed of in an appropriate manner. Examples of E-Waste include, but are not limited to: computers, televisions, radios, VCR's, stereos, copiers, fax machines, and other common electronic products.

Ozone Depleting Substances – If in the process of demolition, items containing ozone-depleting substances are identified (white goods containing Freon), the Contractor shall handle them in such a manner to minimize opportunities to allow the ozone depleting substances to escape.

White Goods – All white goods shall be removed from the structure during demolition, and shall be segregated and disposed of in an appropriate manner.

Eligible debris under this contract consists of Demolition Debris generated from the demolition of structures, and also General Debris such as but not limited to woody debris, soils & mud, and stumps that were generated by the storm and is located on the property, adjacent to the structure to be demolished. Prior to debris removal, the Aiken County Public Works Department shall determine which debris on the property constitutes eligible Debris.

Eligible debris and other waste shall be taken off site throughout the demolition process. The Contractor shall not allow debris to accumulate during demolition.

Debris and rubbish including, but not limited to, trash, metal, plastic, and glass, shall be removed from within the footprint of the structure to be demolished. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. State and local regulations regarding hauling and disposal shall apply.

Load tickets shall be filled out for tracking purposes of the removal of demolition debris and tipping fees, and shall include the volume in cubic yards for each load being hauled to the landfill/reduction site. Load tickets shall document cubic yard volume measurements for eligible debris, and shall be provided by the Contractor. The load tickets will be sequentially numbered and shall have five (5) parts.

Each load ticket shall contain the following information:

- Ticket Number
- Contract Number including Task order number
- Rights-Of-Entry (ROE) Number
- Date
- Contractor Name
- Sub-Contractor Name & crew ID
- Truck or Roll-off Number

- Point of debris Collection (Address)
- Truck Capacity
- Loading Departure Time/Inspector
- Disposal Site Arrival Time/Inspector
- Actual Debris Volume
- Truck Driver
- Structure condition & classification
- Debris classification (Demolition or General)
- Distance to Drop Off Point
- Disposal Site

The entire five-part load ticket is given to the vehicle operator by a government QAR prior to leaving the loading area. Upon arrival at the disposal site, the vehicle operator shall give the entire five-part load ticket to the QAR. The QAR will verify the hauler and equipment and determine each truck's actual volume of debris that is being hauled, after deducting void spaces, if any. The actual volume of debris will be recorded on the load tickets by the QAR to the nearest cubic yard, and the vehicle operator will be provided with one of the copies. The Contractor will be given two (2) copies of the load ticket, and the original ticket shall be kept by the Contracting Officer or the designated representative. The load tickets shall be submitted with the daily report.

The Contractor shall designate a Contractor Representative (CR) at each project to supervise work in progress. The COR will deal directly with the CR, for normal day-to-day administration of the contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contact with the Contracting Officer for performance of all work under the contract. The CR shall have full authority to contractually commit the contractor for prompt action on all matters pertaining to administration of this contract, and shall be the on-site Contractor employee who is responsible for safety. The CR shall also be responsible for implementing the contractor Safety Plan and Daily Safety Plan, have the authority to determine for the Contractor when work is ready for government inspection and make decisions for the Contractor on additional performance of work, when necessary.

The Contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The contractor may move signs temporarily for protection if they are in danger of being damaged during demolition. The Contractor shall return signs to pre-existing location and condition following completion of demolition.

The Contractor will comply with the safety requirements contained in Safety and Health Requirements Manual, OSHA, EPA, and other state and federal laws that address a safe work environment. This includes the monitoring and safety of all employees who will be performing any work under this Contract and each of the individual Task Orders.

Compliance with the provisions of this contract by subcontractors will be the responsibility of the Contractor.

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 Aiken County Public Works Department prior to commencement of work under any Task Order. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Government. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

The Contractor shall secure the demolition area to provide a safe work site. The Contractors shall exercise due care to minimize any damage to trees, shrubs, landscaping and general property. The Contractor shall repair any damage caused by the contractor's equipment in a timely manner. The Contractor shall take digital photographs of any damages caused by his operations and provide digital copies to the Aiken County Procurement Department. Any damage to private property shall be repaired at the Contractor's expense. The debris work area shall be left clean and clear of debris as reasonably and practical under the conditions of this contract.

In compliance with FEMA low-impact removal guidance, major demolition activities including placement of equipment and debris removal containers shall be confined to areas where soils have been disturbed by previous construction activities such as site development, construction, surface grading, landscaping, utility trenching, etc. This shall include the use of tracked and/or large-tired equipment to the maximum extent possible in order to minimize the depth of soil disturbance and compaction to a depth of 8 inches or less. The use of heavy equipment shall be prohibited if excessive sinking or rutting (greater than 8 inches) should occur following rainfall events where the ground becomes saturated. Operations involving the use of heavy equipment shall resume after conditions have improved such that excessive sinking or rutting is not longer a problem.

If the Contractor cannot follow the low impact demolition removal guidance for a specific structure to be demolished, he will not commence demolition, and shall immediately inform the Aiken County Public Works Department.

The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas. The contractor shall repair any damage caused by the Contractor's equipment in a timely manner at no expense to the government. The contractor shall take digital photographs of any damages caused by his operations and provide digital copies to the Aiken County Public Works Department. All equipment shall be approved by the QAR prior to use. All loading equipment shall have street tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove the load debris. Any damage to private property, sidewalks, curbs, utilities, or streets shall be repaired at the expense of the Contractor.

Before beginning any demolition work, the Contractor shall visually survey the site to identify any problem areas. The Contractor shall take necessary precautions to avoid damage to adjacent properties. The contractor shall protect all fire hydrants and all utilities during work operations. Any damaged items shall be repaired or replaced as approved by the Contracting Officer, as a non-reimbursable expense. The Contractor shall coordinate the work of this section with all other work.

The Contractor shall plan the work to minimize the impact on the neighborhood. 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.

The government reserves the right to inspect the site, verify quantities and review operations at any time.

Trees outside the project site which might be damaged during demolition shall be left in place, and shall be protected. Any such tree(s) damaged during the work under this Contract or Task Orders shall be replaced.

Post-Demolition Cleanup – The Contractor shall remove all signs of temporary construction facilities, work areas, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of demolition. The area shall be restored to near pre-existing conditions, with the exception of those structures demolished as part of this contract. Restoration to original contours will generally not be required, unless specifically directed by the owner or the designated representative. However, all restored areas shall be smoothly and evenly dressed.

Upon termination or completion of this Contract or Task Order(s) the Contractor shall vacate and remove, or cause to be vacated or removed, all property belonging to Contractor, any subcontractor, agent or employee.

Any property not removed shall be deemed abandoned by the owner and any cost incurred by the government in disposal of same shall be withheld from my final payment due.

2. Structure demolition with RACM construction and demolition debris loaded at the designated work zone and hauled to an approved Type I/II landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.

**X. Concrete Removal**

1. At the direction of the Aiken County Public Works Department, Contractor shall load, haul, and dump broken concrete at an approved landfill.
2. At the direction of the Aiken County Public Works Department, Contractor shall demolish concrete slabs, beams and columns and haul to an approved disposal site.

**Y. Creosote Timber Piling Removal:** Contractor shall load, haul and dispose at an Owner approved Type I/II landfill all eligible creosote timber piling and miscellaneous creosote timber.

**Z. E-Waste:** E-Waste products shall be disposed of in an appropriate manner. Examples of E-Waste include, but are not limited to: computers, televisions, radios, VCR's, stereos, copiers, fax machines and other common electronic products.

**AA. Household Hazardous Waste Collection and Disposal:** Residents are directed to sort the debris by material type and place it at the curb in separate piles. Trucks designated for a particular debris type shall collect the assigned debris and deliver it to a temporary staging area, or debris management site, reduction, recycling, or directly to an authorized disposal facility. Source segregated debris collection offers the potential of high salvage value and efficient recycling/reduction processing. This method will be primary when collecting hazardous and household hazardous waste and white goods. Ultimate disposal cost should be included in the per pound price. Final disposal sites require approval from the jurisdiction.

**BB. Tire Removal** Contractor shall load, haul and dispose or recycle all eligible tires.

**CC. River and Canal Shoreline Restoration** Contractor shall perform river and canal shoreline restoration to include any necessary excavation, compaction, fill, and backfill of embankment soils and materials to restore banks to preexisting conditions insofar as possible.

1. Excavation – Contractor will perform any necessary excavations of shoreline to facilitate restoration including removal of storm-strewn minor obstructions and storm-related aggregations of soils, gravels, and other shoreline material to restore shoreline elevations. Prevent surface water from flowing into or accumulating in excavations. Stockpile excavated soils to use for fill or backfill.
2. Compaction – Compaction shall be accomplished by moistening, rolling, or tamping to obtain stable shoreline density.
3. Backfill and Fill – Place soil material in layers to required elevations and shoreline slopes. Bank slopes to match existing insofar as possible.
  1. In excavations, use satisfactory excavated or borrow material.
  2. Under grassed areas, use satisfactory excavated or borrow material.
  3. Under walks and pavements, use sub base material and utilize shoulders to prevent lateral movement.
  4. Under steps use sub base material.
  5. Under building slabs, use drainage fill material.
  6. Under piping or conduit, use sub base material and shape to fit bottom 90 degrees of cylinder.

Remove vegetation, debris, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Place fill and backfill only on surfaces of appropriate moisture content. Place backfill and fill materials evenly adjacent to structures. Grade areas disturbed by Contractor's operations. Remove excess, excavated, and waste materials, including trash and debris, and legally dispose of it at approved debris site.

**DD. Power and light sources** Contractor must be prepared to provide light and power sources to the government entity within 24 hours of request. Contractor must be able to supply these items to multiple locations simultaneously without interruption.

**EE. Stadium-Style Light Tower** Contractor shall provide necessary lighting towers as per pricing schedule.

**FF. National Incident Management System (NIMS) Training** Contractor shall provide NIMS training for all employees as needed by a FEMA-certified instructor. Upon completion of training, documentation shall be supplied as proof of completion.

**GG. Assistance In Development of a Debris Management Plan** Contractor shall assist Aiken County Emergency Management in the writing of a debris management plan to include but not limited to the establishment of a command and communication center, the hierarchy of routes to be opened, the identification of DMS locations, and landfills for final disposal.

Planning and training standards shall be consistent with the County Comprehensive Emergency Management Plan, State plans and federal government programs and plans. All plans and training will be conducted in compliance with the National Incident Management System (NIMS).

**HH. Additional Services and Materials** Contractor shall provide Aiken County Public Works with any additional services and materials on an as needed basis and as directed.

- II. Emergency Road Clearance:** The following services shall be provided by the Contractor
- Provide Equipment, Labor and Materials necessary to open traffic lanes as designated by the City/County, to include pushing of debris off the roadway sufficiently to allow safe vehicular traffic on all lanes. The services include, but are not limited to, cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of the pavement.
  - Provide traffic control (day and/or night).
  - Coordinate with Utility Companies, as required, to permit safe removal of debris



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## Pricing Schedule

### A. Right of Way (ROW) Clearing and/or removing debris from the public right-of-way, streets and roads

1. Load and Haul vegetative debris to a Debris Management Site (DMS):

\$ \_\_\_\_\_ per cubic yard for 0-5 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 5.1-10 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 10.1-15 miles, one way haul

\$ \_\_\_\_\_ per cubic yard for 15.1-30 miles, one way haul

2. a. Load and Haul Construction and Demolition (C&D) and Mixed Debris to a Debris Management Site (DMS)

\$ \_\_\_\_\_ per cubic yard for 0-5 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 5.1-10 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 10.1-15 miles, one way haul

\$ \_\_\_\_\_ per cubic yard for 15.1-30 miles, one way haul

b. Load and Haul C&D and Mixed Debris directly to final disposal

\$ \_\_\_\_\_ per cubic yard for 0-5 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 5.1-10 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 10.1-15 miles, one way haul

\$ \_\_\_\_\_ per cubic yard for 15.1-30 miles, one way haul

### B. Management and operation of DMS to accept, process, and reduce disaster related debris

1. The cost associated with managing, accepting, processing, and reducing vegetative debris through grinding

\$ \_\_\_\_\_ per cubic yard

2. The cost associated with managing, accepting, processing, and reducing vegetative debris through burning,

\$ \_\_\_\_\_ per cubic yard

3. The cost associated with managing, accepting, processing, and reducing construction and demolition debris through compaction

\$ \_\_\_\_\_ per cubic yard

### C. Haul out Haul out residual debris to final disposal

\$ \_\_\_\_\_ per cubic yard for 0-15 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 15.1-30 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 30.1-60 miles, one way haul

### D. Right of Way (ROW) stumps Removal and Disposal of hazardous stumps from the ROW

24" diameter and up, but less than 36" diameter: \$ \_\_\_\_\_ ea

36" diameter and up, but less than 48" diameter: \$ \_\_\_\_\_ ea

48" diameter and up, but less than 72" diameter: \$ \_\_\_\_\_ ea

Equal to or greater than 72" diameter: \$ \_\_\_\_\_ ea

Removal of non-hazardous stumps from the ROW placed  
There by others (as per FEMA Stump Conversion Table)

\$ \_\_\_\_\_ CY

**E. Right of Way (ROW) cutting partially uprooted or split trees (Leaners)** Falling partially uprooted or split trees from the ROW or the overhanging portion of the ROW and placing the debris in the ROW for removal as ROW debris

1. Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

\*Less than 24" \$ \_\_\_\_\_ per tree

\*24 - 36" \$ \_\_\_\_\_ per tree

\*Greater than 36" \$ \_\_\_\_\_ per tree

\* Diameter of tree at 2 feet from base

**F. Right of Way (ROW) removal of dangerous hanging limbs (Hangers):** Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris

\$ \_\_\_\_\_ per tree

**G. Private Property Debris Removal (PPDR)**

Load and Haul vegetative debris to a Debris Management Site (DMS):

\$ \_\_\_\_\_ per cubic yard for 0-5 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 5.1-10 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 10.1-15 miles, one way haul

\$ \_\_\_\_\_ per cubic yard for 15.1-30 miles, one way haul

Load and Haul Construction and Demolition (C&D) debris to a Debris Management Site (DMS)

\$ \_\_\_\_\_ per cubic yard for 0-5 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 5.1-10 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 10.1-15 miles, one way haul

\$ \_\_\_\_\_ per cubic yard for 15.1-30 miles, one way haul

Load and Haul C&D directly to final disposal

\$ \_\_\_\_\_ per cubic yard for 0-5 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 5.1-10 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 10.1-15 miles, one way haul

\$ \_\_\_\_\_ per cubic yard for 15.1-30 miles, one way haul

The cost associated with the removal of PPDR hazardous stumps will be invoiced utilizing the following categories:

24" diameter and up, but less than 36" diameter: \$ \_\_\_\_\_ ea

36" diameter and up, but less than 48" diameter: \$ \_\_\_\_\_ ea

48" diameter and up, but less than 72" diameter: \$ \_\_\_\_\_ ea

Equal to or greater than 72" diameter Uprooted or Split Trees (Leaner) \$ \_\_\_\_\_ ea

Falling partially uprooted or split trees from private property or the overhanging portion of the private property and placing the debris on the property or the ROW debris for haul off as PPDR debris

\*Less than 24" \$ \_\_\_\_\_ per tree

\*24 - 36" \$ \_\_\_\_\_ per tree

\*Greater than 36" \$ \_\_\_\_\_ per tree

\* Diameter of tree at 2 feet from base

**Removal of dangerous hanging limbs (Hangers):** Removing hanging or partially broken limbs from trees in ROE or limbs hanging over the ROE and placing the debris on the private property or in the ROW for haul-off as PPDR debris.

\$ \_\_\_\_\_ per tree

**H. Canal silt removal and disposal**

**Marine based removal:**

0-5 mile one way haul \$ \_\_\_\_\_ per cubic yard

5.1-10 mile one way haul \$ \_\_\_\_\_ per cubic yard

10.1-15 mile one way haul \$ \_\_\_\_\_ per cubic yard

**Land based removal:**

0-5 mile one way haul \$ \_\_\_\_\_ per cubic yard

5.1-10 mile one way haul \$ \_\_\_\_\_ per cubic yard

10.1-15 mile one way haul \$ \_\_\_\_\_ per cubic yard

**I. Drainage ditches silt and debris removal**

**Ditch width 0-4.0 feet** \$ \_\_\_\_\_ per linear foot

**Ditch width 4.1-8 feet** \$ \_\_\_\_\_ per linear foot

**Ditch width 8.1-12 feet** \$ \_\_\_\_\_ per linear foot

**Ditch width 12.1-16 feet** \$ \_\_\_\_\_ per linear foot

**Ditch width 16.1-20 feet** \$ \_\_\_\_\_ per linear foot

**Ditch width 20.1-30 feet** \$ \_\_\_\_\_ per linear foot

Debris to be placed on the ROW for collection as regular debris. Silt to be hauled and disposed of at \$ \_\_\_\_\_ per cubic yard

**J. Cleaning and clearing of storm drain lines**

**Drain Line Diameter 0-15.0 inches**

\$ \_\_\_\_\_ per linear foot

**Drain Line Diameter 15.01-36 inches**

\$ \_\_\_\_\_ per linear foot

Debris to be placed on the ROW for collection as regular debris. Silt to be hauled and disposed of at \$ \_\_\_\_\_ per cubic yard

**K. Cleaning and clearing of catch basins and inlets**

4' X 4' \$ \_\_\_\_\_ each

8' X 8' \$ \_\_\_\_\_ each

10' X 10' \$ \_\_\_\_\_ each

20' X 20' \$ \_\_\_\_\_ each

**L. Sand collection (Public Property) and screening rate** Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s) and clean sand returned and dumped on beach. (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location according to debris collection rates).

\$ \_\_\_\_\_ per cubic yard for 0-15 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 15.1-30 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 30.1-60 miles, one way haul

**Sand collection (Private Property) and screening rate**

Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s) and clean sand returned and dumped on beach. (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location according to debris collection rates).

\$ \_\_\_\_\_ per cubic yard for 0-15 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 15.1-30 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 30.1-60 miles, one way haul

**M. Backfill Supply and placement of clean fill dirt into holes created by stump removal in the ROW.**

\$ \_\_\_\_\_ per cubic yard

**N. Removal and destruction of carcass**

\$ \_\_\_\_\_ per pound

**O. Loading and hauling of white goods**

\$ \_\_\_\_\_ per unit

**P. Removal and disposal of freon**

\$ \_\_\_\_\_ per unit

**Q. Sunken vessel removal**

Price proposal for vessel salvage and recovery:

1. Marine based salvage operations:

a. Recreational vessels up to 24' in length

1. Flat & V- Hulled Vessels \$ \_\_\_\_\_ per linear foot

2. Keeled Vessels \$ \_\_\_\_\_ per linear foot

b. Recreational vessels 25' up to 35' in length

1. Flat & V- Hulled Vessels \$ \_\_\_\_\_ per linear foot

2. Keeled Vessels \$ \_\_\_\_\_ per linear foot

c. Recreational vessels 3

5' up to 36' in length

1 Flat & V- Hulled Vessels \$ \_\_\_\_\_ per linear foot

2. Keeled Vessels \$ \_\_\_\_\_ per linear foot

d. Recreational vessels 36' up to 48' in length

1. Flat & V- Hulled Vessels \$ \_\_\_\_\_ per linear foot

2. Keeled Vessels \$ \_\_\_\_\_ per linear foot

e. Recreational vessels above 48' in length

1. Flat & V- Hulle Vessels \$ \_\_\_\_\_ per linear foot

2. Keeled Vessels \$ \_\_\_\_\_ per linear foot

2. Land based salvage operations:

a. Recreational vessels up to 24' in length

1. Flat & V- Hulled Vessels \$ \_\_\_\_\_ per linear foot

2. Keeled Vessels \$ \_\_\_\_\_ per linear foot

b. Recreational vessels 25' up to 35' in length

1. Flat & V- Hulled Vessels \$ \_\_\_\_\_ per linear foot

2. Keeled Vessels \$ \_\_\_\_\_ per linear foot

c. Recreational vessels 25' up to 36' in length

1 Flat & V- Hulled Vessels \$ \_\_\_\_\_ per linear foot

2. Keeled Vessels \$ \_\_\_\_\_ per linear foot

d. Recreational vessels 36' up to 48' in length

1. Flat & V- Hulled Vessels \$ \_\_\_\_\_ per linear foot

2. Keeled Vessels \$ \_\_\_\_\_ per linear foot

e. Recreational vessels above 48' in length

- 1. Flat & V- Hulle Vessels \$ \_\_\_\_\_ per linear foot
- 2. Keeled Vessels \$ \_\_\_\_\_ per linear foot

R. Derelict vehicle and vessel removal (from land)

Pricing proposal for vehicle and vessel recovery:

- 1. Transfer/Tow of typical passenger car: \$ \_\_\_\_\_ ea
- 2. Transfer/Tow and handling of Recreational vessels up to 24' in length
  - a. Flat & V- Hulled Vessels \$ \_\_\_\_\_ per linear foot
  - b. Keeled Vessels \$ \_\_\_\_\_ per linear foot
- 3. Transfer/Tow and handling of Recreational vessels 25' up to 35' in length
  - a. Flat & V- Hulled Vessels \$ \_\_\_\_\_ per linear foot
  - b. Keeled Vessels \$ \_\_\_\_\_ per linear foot
- 4. Transfer/Tow and handling of Recreational vessels 25' up to 36' in length
  - a. Flat & V- Hulled Vessels \$ \_\_\_\_\_ per linear foot
  - b. Keeled Vessels \$ \_\_\_\_\_ per linear foot
- 5. Transfer/Tow and handling of Recreational vessels 36' up to 48' in length
  - a. Flat & V- Hulled Vessels \$ \_\_\_\_\_ per linear foot
  - b. Keeled Vessels \$ \_\_\_\_\_ per linear foot
- 6. Transfer/Tow and handling or Recreational vessels above 48' in length
  - a. Flat & V- Hulle Vessels \$ \_\_\_\_\_ per linear foot
  - b. Keeled Vessels \$ \_\_\_\_\_ per linear foot

S. Operation of secure aggregation site for vehicles and vessels:

\$ \_\_\_\_\_ per day

T. Travel trailer installation and maintenance

Price proposal for trailer installation:

- Basic Trailer Installation: \$ \_\_\_\_\_ per trailer
- As needed services:**
- Buried Sewer Line: \$ \_\_\_\_\_ per linear foot
- Install Sewer Tap: \$ \_\_\_\_\_ per tap
- Buried Water Line: \$ \_\_\_\_\_ per linear foot
- Municipal Water Tap: \$ \_\_\_\_\_ per tap
- Power Pole with Meter: \$ \_\_\_\_\_ per pole
- Water Line Winterization: \$ \_\_\_\_\_ per linear foot
- Handicap Ramp: \$ \_\_\_\_\_ each
- Direct Wiring to Well Pump Switch: \$ \_\_\_\_\_ per pump
- Above Ground Electrical Excess \$ \_\_\_\_\_ per linear foot
- Provide Additional Potable Water Hose: \$ \_\_\_\_\_ per 25'

Provide and Install Generator: \$ \_\_\_\_\_ per 5kw gen.  
Direct Burial of 50 Amp Service: \$ \_\_\_\_\_ per linear foot  
Handicap Platform Steps \$ \_\_\_\_\_ each

**U. Marine Debris Removal**

Price proposal for removal of debris from a marine environment, using either land or marine based equipment.

**1. Vegetative Debris**

Land Based: \$ \_\_\_\_\_ cubic yard  
Marine Based: \$ \_\_\_\_\_ cubic yard

**1. C & D and Mixed Debris**

Land Based: \$ \_\_\_\_\_ cubic yard  
Marine Based: \$ \_\_\_\_\_ cubic yard

**1. White Goods**

Land Based: \$ \_\_\_\_\_ cubic yard  
Marine Based: \$ \_\_\_\_\_ cubic yard

**1. Creosote Timbers**

Land Based: \$ \_\_\_\_\_ cubic yard  
Marine Based: \$ \_\_\_\_\_ cubic yard

**1. Tires**

Land Based: \$ \_\_\_\_\_ cubic yard  
Marine Based: \$ \_\_\_\_\_ cubic yard

**1. E-Waste**

Land Based: \$ \_\_\_\_\_ cubic yard  
Marine Based: \$ \_\_\_\_\_ cubic yard

**V. Supplemental water and food sources**

1. Meals Ready to Eat (MRE) (Heater Meals entrees) can be provided at the following cost:

\$ \_\_\_\_\_ per meal with an order of 14,400 meals

2. Meals Ready to Eat (MRE) (HeaterMeals Plus) can be provided at the following cost:

\$ \_\_\_\_\_ per meal with an order of 14,400 meals

3. SunMeadow Hot Meal: \$ \_\_\_\_\_ one meal cost

SunMeadow Hot Meal Pack: \$ \_\_\_\_\_ one meal cost

SunMeadow 3-meal Pack: \$ \_\_\_\_\_ cost per pack

4. 1-Liter bottled water in cases (12 per case): \$ \_\_\_\_\_ per case

1-Gallon bottled water in cases (4 per case): \$ \_\_\_\_\_ per case

5. Emergency Ice: \$ \_\_\_\_\_ per 7 lb. bag

Trucking and storing of above listed items shall be invoiced at actual cost plus \_\_\_\_\_% mark up.

**W. Demolition of structures**

1. Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to an approved commercial landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.

0-5 mile one way haul \$ \_\_\_\_\_ per cubic yard

5.1-10 mile one way haul \$ \_\_\_\_\_ per cubic yard

10.1-15 mile one way haul \$ \_\_\_\_\_ per cubic yard

2. Structure demolition with RACM construction and demolition debris loaded at the designated work zone and hauled to an approved Type I/II landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.

0-5 mile one way haul \$ \_\_\_\_\_ per cubic yard

5.1-10 mile one way haul \$ \_\_\_\_\_ per cubic yard

10.1-15 mile one way haul \$ \_\_\_\_\_ per cubic yard

15.1-30 mile one way haul \$ \_\_\_\_\_ per cubic yard

30.1-60 mile one way haul \$ \_\_\_\_\_ per cubic yard

**X. Concrete removal**

1. Contractor to load and haul broken concrete from the ROW and dispose at an approved site:

0-5 mile one way haul \$ \_\_\_\_\_ per cubic yard

5.1-10 mile one way haul \$ \_\_\_\_\_ per cubic yard

10.1-15 mile one way haul \$ \_\_\_\_\_ per cubic yard

2. Contractor to demolish concrete slabs and haul and dispose at an approved site:

0-15 mile one way haul \$ \_\_\_\_\_ per cubic yard

15.1-30 mile one way haul \$ \_\_\_\_\_ per cubic yard

30.1-60 mile one way haul \$ \_\_\_\_\_ per cubic yard

**Y. Creosote timber piling removal**

Creosote timber piling removal and disposal

0-15 mile one way haul \$ \_\_\_\_\_ per cubic yard

15.1-30 mile one way haul \$ \_\_\_\_\_ per cubic yard

30.1-60 mile one way haul \$ \_\_\_\_\_ per cubic yard

**Z. E-Waste**

Contractor to collect from ROW and dispose at an approved site:

\$ \_\_\_\_\_ per unit

**AA. Household hazardous waste**

Contractor to collect from ROW and dispose at an approved site:

\$ \_\_\_\_\_ per pound

**BB. Tire removal**

Tire Removal and Disposal or Recycle

\$ \_\_\_\_\_ each

**CC. River and canal shoreline restoration**

River and Canal Shoreline Restoration:

\$ \_\_\_\_\_ per linear foot

**DD. Power sources**

Please provide pricing for emergency generators

1) 20kw Generator: \$ \_\_\_\_\_ per month / \$ \_\_\_\_\_ per week

2) 56kw Generator: \$ \_\_\_\_\_ per month / \$ \_\_\_\_\_ per week

3) 100kw Generator: \$ \_\_\_\_\_ per month / \$ \_\_\_\_\_ per week

- 4) 175kw Generator: \$\_\_\_\_\_ per month / \$\_\_\_\_\_ per week
- 5) 240kw Generator: \$\_\_\_\_\_ per month / \$\_\_\_\_\_ per week
- 6) 320kw Generator: \$\_\_\_\_\_ per month/ \$\_\_\_\_\_ per week
- 7) 500kw Generator: \$\_\_\_\_\_ per month/ \$\_\_\_\_\_ per week
- 8) 1000kw Generator: \$\_\_\_\_\_ per month/ \$\_\_\_\_\_ per week

**EE. Stadium style light tower**

\$ \_\_\_\_\_ per month/ \$ \_\_\_\_\_ per week

Shipping, setting, operation, maintenance, fueling, insurance, security and recovery of generators and lights shall be invoiced at actual cost plus \_\_\_\_\_% mark up:

**FF. National Incident Management System (NIMS) training**

Emergency Management Training - The CONTRACTOR shall provide emergency management training, once per year. This training may consist of debris management, ICS courses or EOC training for County staff.

\$ \_\_\_\_\_ per person/per year

**GG. Assistance in development of a debris management plan**

\$ \_\_\_\_\_ per year

**HH. Additional services and materials as needed**

Cost plus \_\_\_\_\_%

(All final disposal fees will be a pass-through cost, with contractor invoicing the agency at actual cost without additional fees.)

**II. Emergency Road Clearance**

The cost associated with emergency road clearance will be billed by hourly rates. See Hourly Rates below:

<u>Equipment/Hourly</u>	<u>Unit</u>	<u>Unit Price</u>
Broom- Mechanized	Hour	
Bucket Truck- 50 ft.	Hour	
Bucket Truck- 50 ft. to 75 ft.	Hour	
Chipper w/ 2 man crew( Morback Storm)	Hour	
Crane- Up to 15 ton	Hour	
Crane- 30 ton or larger	Hour	
Crane- 50 ton	Hour	
Crane- 100 ton	Hour	
Dozer- CAT D4	Hour	
Dozer- CAT D6	Hour	
Dozer- CAT D7	Hour	
Dozer- CAT D8	Hour	
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	
Dump Truck- 16-30 CY	Hour	
Dump Truck- 31-60 CY	Hour	
Dump Truck- 61-100 CY	Hour	
Dump Truck- Trailer, 24-40 CY	Hour	
Dump Truck- Trailer, 41-60 CY	Hour	
Dump Truck- Trailer, 50-80 CY	Hour	
Equipment transports	Hour	
Excavator- Track hoe?(2-3 cy capacity)	Hour	
Excavator- CAT 320	Hour	
Excavator- CAT 325	Hour	



Excavator- CAT 330	Hour	
Excavator- Rubber tired w/ debris grapple	Hour	
Forklift- Extends Boom w/ debris grapple	Hour	
Fuel Truck(1000 gallon)	Hour	
Light Plant- Portable	Hour	
Loader- Bobcat 753 or JD648-E w/ debris grapple	Hour	
Loader- Rubber tired front end(2-5 cy capacity)	Hour	
Loader- Front End, 544 or equal w/debris grapple	Hour	
Loader- Knuckleboom- 216 Prentice	Hour	
Loader- Self, Knuckle Boom Truck, 25-35 CY Body	Hour	
Loader- Self, Knuckle Boom Truck, 35-45 CY Body	Hour	
Loader- Skid Steer-753 Bobcat w/bucket	Hour	
Loader- Steer-753 Bobcat Skid w/ street sweeper	Hour	
Loader -Trackhoe 690 JD or equal	Hour	
Loader- Wheel, CAT 955	Hour	
Loader- Wheel, CAT 966	Hour	
Low Bed Equipment Trailer, 35 ton capacity,& tractor	Hour	
Motor Grader-CAT 125- 140 HP	Hour	
Passenger Car	Hour	
Passenger Van	Hour	
Power Screen	Hour	
Stump Grinder/ Vermeer 252	Hour	
Track hoe - CAT 320	Hour	
Tractor- Box Blade	Hour	
Tree Trimming Truck w/ chipper and Bucket	Hour	
Tub Grinder- 12 foot/ Morbark 1200	Hour	
Tub Grinder- 13 foot/ Morbark 1300	Hour	
Tub Grinder- 14 foot/ Diamond Z 1463	Hour	
Tub grinder- 300-400	Hour	
Tub grinder- Horiz., Diamond Z or equal	Hour	
<b>PERSONNEL</b>		<b>Unit Price</b>
Administrative Assistant	Hour	
Carpenter	Hour	
Clerical/ Individual	Hour	
Climber w/ gear	Hour	
Crew Leader	Hour	
Debris Consultant	Hour	
Electricians	Hour	
Fabricator	Hour	
Field technicians	Hour	
Foreman	Hour	
Foreman w/ truck	Hour	
Inspector w/ vehicle	Hour	
Laborer	Hour	
Operator w/ chainsaw	Hour	
Project Manager	Hour	
Security Personnel	Hour	
Superintendent w/ truck	Hour	
Survey person w/ truck	Hour	
Traffic Control	Hour	
Tree Trimmer(crew)	Hour	
Truck driver	Hour	
Vehicle Mechanic	Hour	

Welder	Hour	
Worker to assist w/ potable water	Hour	
<b>Hazardous Material Spill Response - Hazardous Waste Remediation &amp; Mass Decontamination</b>		
<b>HAZ MAT Response Pricing</b>		
<b>PROJECT CLASSIFICATION</b>	<b>Unit</b>	<b>Cost</b>
PROJECT COORDINATOR	Hour	
FIELD HAZ MATERIAL MANAGER	Hour	
HM CONTAIN AREA MANAGER	Hour	
FIELD PROJECT SUPERVISOR	Hour	
HM CONTAIN AREA SUPERVISOR	Hour	
FIELD PROJECT FOREMAN	Hour	
HM CONTAINMENT AREA FOREMAN	Hour	
FIELD HM TECHNICIAN	Hour	
HM CONTAIN AREA TECHNICIAN	Hour	
HEALTH & SAFETY SPECIALIST	Hour	
PROJECT ENGINEER	Hour	
PROJECT GEOLOGIST	Hour	
CHEMIST	Hour	
REGULATORY MANAGER	Hour	
EQUIPMENT OPERATOR	Hour	
ASBESTOS ABATEMENT SUPERVISOR	Hour	
ASBESTOS ABATEMENT WORKER	Hour	
ASBESTOS INSPECTOR	Hour	
TRUCK DRIVER	Hour	
ADMINISTRATIVE ASSISTANT	Hour	
CLERICAL	Hour	

**Additional equipment and Support**

<b>VEHICLES/TRANSPORTATION</b>		
PICKUP TRUCK	DAY	
PICKUP TRUCK EXTENDED CAB	DAY	
PICKUP TRUCK 4 X 4	DAY	
PICKUP TRUCK 1 TON	DAY	
BOX TRUCK	DAY	
PASSENGER CAR	DAY	
20' RESPONSE TRAILER	DAY	
36' RESPONSE TRAILER	DAY	
OFFICE TRAILER	DAY	
FLATBED TRAILER	DAY	
VEHICLE USE- PICKUPS, VANS, CARS	MILE	
VEHICLE USE- TRAILERS, HEAVY TRUCKS	MILE	
12' WORK BOAT W/MOTOR	DAY	
12' WORK BOAT W/O MOTOR	DAY	
VACUUM TRUCK 3500 GALLON	DAY	

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCBA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	DAY	
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LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)	DAY	
LEVEL C EMPLOYEE PROTECTIVE COVERALL, HALF OR FULL FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT)	DAY	
SCBA BOTTLES REFILL- AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	EACH	
CASCADE AIR SYSTEM PER EMPLOYEE	DAY	
AIR FILTRATION PANAL	DAY	
AIRLINE RESPIRATOR EACH INCLUDES 150' OF AIRLINE	DAY	
RESPIRATOR AIRLINE 50' SECTION	EACH	
RESPIRATOR CARTRIDGES	PAIR	
LEVEL A SUIT- KAPPLER RESPONDER OR EQUAL	EACH	
LEVEL B SUIT- KAPPLER RESPONDER OR EQUAL	EACH	
TYVEK	EACH	
PROSHIELD	EACH	
SARANEX	EACH	
ACID SUIT	EACH	
RAIN SUIT	EACH	
NEOPRENE GLOVES	PAIR	
NITRILE GLOVES	PAIR	
SILVERSHIELD GLOVES	PAIR	
PVC GLOVES	PAIR	
COTTON OR LATEX GLOVES	PAIR	
LEATHER WORK GLOVES	PAIR	
PVC BOOTS (HAZMAX)	PAIR	
BOOT COVERS	PAIR	
HEARING PROTECTION	PAIR	
HIGH HAZARD PERSONNEL DECONTAMINATION	DAY	
LOW HAZARD PERSONNEL DECONTAMINATION	DAY	
PORTABLE EYEWASH STATION	DAY	
FIRST AID STATION	DAY	
PERSONNEL RETRIEVAL SYSTEM	DAY	
PERSONNEL RETRIEVAL HARNESS	DAY	
<b>MONITORING/SAMPLING EQUIPMENT</b>		
COMBUSTIBLE GAS INDICATOR	DAY	
TOXIC GAS DETECTOR	DAY	
PHOTOIONIZATION DETECTOR	DAY	
HAZCAT KIT	DAY	
DETECTOR TUBES	TEN PACK	
PH PAPER	PACK	
SPILL CLASSIFIER	STRIP	
PERSONNEL AIR SAMPLING PUMP	DAY	
ASBESTOS BULK SAMPLE	EACH	
HAND AUGER STAINLESS STEEL	DAY	
<b>RECOVERY EQUIPMENT</b>		
HAND OPERATED TRANSFER PUMP	DAY	
1" DIAPHRAGM PUMP	DAY	

2" DIAPHRAGM PUMP	DAY	
2" DIAPHRAGM PUMP S. S.	DAY	
3" DIAPHRAGM PUMP	DAY	
1" SUCTION OR DISCHARGE HOSE	DAY	
2" SUCTION OR DISCHARGE HOSE	DAY	
3" SUCTION OR DISCHARGE HOSE	DAY	
2" CHEMICAL SUCTION OR DISCHARGE HOSE	DAY	
3" CHEMICAL SUCTION OR DISCHARGE HOSE	DAY	
SMALL COMPRESSOR	DAY	
185 CFM COMPRESSOR	DAY	
AIRHOSE SECTION	DAY	
<b>MISCELLANEOUS EQUIPMENT</b>		
SPIKE BAR	DAY	
AIRLESS SPRAYER	DAY	
PRESSURE WASHER	DAY	
WATER HOSE SECTION (GARDEN)	EACH	
CUTTING TORCH	DAY	
WIRE WELDER	DAY	
AIR BLOWER	DAY	
HEPA VAC	DAY	
BARREL CART	DAY	
WHEELBARROW	DAY	
OIL DRY SPREADER	DAY	
TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC. (one crew)	DAY	
DRILL WITH BITS	DAY	
GROUNDING CABLE AND ROD	DAY	
CIRCULAR SAW	DAY	
HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	DAY	
TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	DAY	
WRENCH KIT BUNG WRENCH, SPEED WRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	DAY	
STEP LADDERS	DAY	
EXTENSION LADDERS	DAY	
PHOTOGRAPHIC EQUIPMENT	DAY	
FLASHLIGHTS	EACH	
HANDHELD RADIOS	DAY	
<b>MATERIALS/DISPOSABLES</b>		
5" X 10' ABSORBENT BOOM- PETROLEUM	EACH	
8" X 10' ABSORBENT BOOM- PETROLEUM	EACH	
3" X 12' ABSORBENT BOOM- UNIVERSAL	EACH	
ABSORBENT PADS BUNDLE- PETROLEUM	EACH	
ABSORBENT PADS BUNDLE- UNIVERSAL	EACH	
ABSORBENT CLAY BAG	EACH	
OIL DRY	EACH	
PEAT MOSS	EACH	
VERMICULITE	EACH	
SODA ASH BAG	EACH	
4 MIL 20 X 100 POLYETHYLENE	EACH	
6 MIL 20 X 100 POLYETHYLENE	ROLL	

6 MIL BAGS	EACH	
DUCT TAPE	ROLL	
55-GALLON DRUMS	EACH	
55-GALLON DRUM LINERS 10 MIL	EACH	
FIBER DRUMS	EACH	
30-GALLON OVERPACK	EACH	
95-GALLON POLY OVERPACK	EACH	
DOT HAZARDOUS WASTE LABELS	EACH	
FIRE EXTINGUISHER	EACH	
CAUTION/HAZARD TAPE	EACH	
RESPIRATOR WIPES	EACH	
KAPPLER TAPE	ROLL	

Note: All overtime is 1.5 times Hourly Rate / Overtime applies after 8 hours each day

**Additional Equipment**

Description	Unit	Unit Price
High Volume Diesel Powered suction lift trash pump with speed adjustment 4X4	per Month	
High Volume Diesel Powered suction lift trash pump with speed adjustment 6X6	per Month	
High Volume Diesel Powered suction lift trash pump with speed adjustment 8X8	per Month	
High Volume Diesel Powered suction lift trash pump with speed adjustment 12X12	per Month	
Composite Quick Connect Suction Hose, 8 ft length, 20psi 4 inch	per Month	
Composite Quick Connect Suction Hose, 8 ft length, 20psi 6 inch	per Month	
Composite Quick Connect Suction Hose, 8 ft length, 20psi 8 inch	per Month	
Composite Quick Connect Suction Hose, 8 ft length, 20psi 126 inch	per Month	
Quick Connect Discharge Hose, 50 ft length, 50psi 4 inch	per Month	
Quick Connect Discharge Hose, 50 ft length, 50psi 6 inch	per Month	
Quick Connect Discharge Hose, 50 ft length, 50psi 8 inch	per Month	
Quick Connect Rigid Piping, 10 ft length, 175psi, 4 inch	per Month	
Quick Connect Rigid Piping, 10 ft length, 175psi, 6 inch	per Month	
Quick Connect Rigid Piping, 10 ft length, 175psi, 8 inch	per Month	
Quick Connect Rigid Piping, 10 ft length, 175psi, 12 inch	per Month	
Roll off Emergency Waste Water Storage Tanks	per Month	

**Sample Bond Commitment Letter**

*This is an example of an acceptable commitment letter. The letter must be issued and signed by the Surety Company, not the Agent, and must be submitted with the proposal.*

Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Surety Bond Commitment  
Standby Contract for Emergency Response, Management, & Recovery Services

Dear \_\_\_\_\_,

I am pleased to advise you that we have approved in principle a \$50,000,000 performance and payment bond for your company for the benefit of \_\_\_\_\_. This performance and payment bond will be for the successful contract completion of the work set forth in that solicitation RFP \_\_\_\_\_ for a Standby Contract for Emergency Response, Management and Recovery Services.

Our company is a surety or insurance company currently listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, with at least an A-rating in the latest printing of the A.M. Best's Key Rating guide to write individual bonds up to ten (10) percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed to issue surety bonds in the State of \_\_\_\_\_.

If you are the successful offeror on this contract, the performance and payment bond will be issued within seven (7) days of written notification from the Aiken County Procurement Department. The bond will be issued for the total amount of the estimated value of the contract up to \$50,000,000.

This letter constitutes our commitment based upon information and documentation you have submitted. Any obligation to issue the performance and payment bond will arise only upon the satisfactory preparation, execution and delivery of documentation in form and substance satisfactory to our company. This commitment is a valid for a period of fourteen (14) months from the date hereof.

Sincerely,

Name  
Title, Insurance, Surety Company

**PROPOSAL FORM**

Date: \_\_\_\_\_

To: Aiken County, South Carolina

Re: Request for Proposal  
STANDBY CONTRACT FOR EMERGENCY RESPONSE, MANAGEMENT AND RECOVERY  
SERVICES

1. The undersigned, having carefully and to our full satisfaction examined the RFP Documents for: STANDBY EMERGENCY RESPONSE, MANAGEMENT AND RECOVERY SERVICES hereby proposes to furnish the required services in accordance with this Proposal.
2. By submission of this Proposal, the undersigned certifies, and in the case of a joint Proposal, each party hereto certifies as to his own organization and the joint venture, that this Proposal is made in good faith and has be arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to this Proposal with any other Proposer.

Submitted by: Al McClaran

Title: CEO

Authorized Signature: \_\_\_\_\_

Company Name (Print) Southern Disaster Recovery, LLC

Phone 864-469-9776

Company Address (Print) 109 White Oak Rd.

City, State, Zip Code (Print) Greenville, SC 29609

Federal Tax I.D. Number 45-5312400

Phone/Fax Number (include area code) 864-469-9776 / 864-469-9642

(Corporate Seal)





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**7. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.**

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Al McClaran, has the authority to bind Southern Disaster Recovery, LLC in all representations of this proposal

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For the detail, please see the attached Al McClaran's resume

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**8. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)**

**8.1 The correct name of the Bidder is:** Southern Disaster Recovery, LLC

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DBA: SDR

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**8.2 The business is a (Sole Proprietorship) (Partnership) (Corporation)** Limited liability company

**8.3 The address of principal place of business is**  
109 White Oak Rd. Greenville, SC 29609

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**NAME OF COMPANY:** Southern Disaster Recovery, LLC

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**8.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:**

Al McClaran

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Mark Ells

---

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**8.5 List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.**

None

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**8.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.**

N/A

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**8.7 List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).** See attached Form

**8.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. This list shall include all case**

names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim. N/A

8.9 List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

N/A

8.10 Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

NONE

**NAME OF COMPANY:**

Southern Disaster Recovery, LLC

The undersigned bidder hereby represents that he has carefully examined the Contract, the Request for Proposals and other documents referenced and will execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route(s), the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that he may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which will be encountered in doing the proposed work.

The undersigned hereby designates:

Name: Al McClaran

Title: CEO / Member

Address: 109 White Oak Rd. Greenville, SC 29609

County/State/Zip Greenville County / SC / 29609

Telephone: 864-469-9776

Cellular Phone 864-561-7797

Email address al@southerndr.com

As his office which notices may be delivered or mailed.

109 White Oak Rd. Greenville, SC 29609

**NAME OF BIDDER AND TITLE (TYPE OR PRINT)**

(SEAL, IF BY CORPORATION)

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

SIGNATURE OF BIDDER

Southern Disaster Recovery, LLC

109 White Oak Rd. Greenville, SC 29609

CORPORATION NAME & ADDRESS



*Remembering the Past, Preparing for the Future*

Becky Dawes  
Procurement Director

Notice of Award

February 26, 2019

Proposal 19-06-P, Disaster Clearing, Removal and Disposal

Vendors:       Obregon Construction, LLC  
                  TRF Enterprises, Inc.  
                  Graham County Land Company  
                  Ceres Environments Services, Inc.  
                  Southern Disaster Recovery, LLC

The contract has been awarded to Southern Disaster Recovery, LLC

**Subject to execution of a contract acceptable to County.**

**Right to Protest: Aiken County Ordinance: Article VIII: Procurement: Sec. 2-720 Protest and Debarment Procedure**

1930 University Parkway • Room 3201 • Aiken • South Carolina • 29801

803-642-1540 • [www.aikencountysc.gov](http://www.aikencountysc.gov)

If you are unable to access our website, please notify [webmanager@aikencountysc.gov](mailto:webmanager@aikencountysc.gov)



## CONTRACT AGREEMENT

**THIS AGREEMENT**, made and entered into this 23<sup>rd</sup> day of May, 2019, by and between **AIKEN COUNTY, SC** hereinafter termed the "Owner", and **SOUTHERN DISASTER RECOVERY, LLC**, hereinafter termed the "Contractor".

### WITNESSETH

**WHEREAS**, the Owner has caused to be prepared, in accordance with law, the Contract Documents listed in Section 7 below for the work herein described, and has approved and adopted the Contract Documents, and has received a proposal for furnishing materials, labor and equipment for, and in connection with, all work as indicated in the Contract Documents, and in accordance with the terms of this Contract; and

**WHEREAS**, the Contractor, in response the Request for Proposals, has submitted to the Owner, in the manner and the time specified, a Proposal in accordance with the terms of the Request for Proposals and Instructions to Bidders, all of which are incorporated in and become terms of this Agreement; and

**WHEREAS**, the Owner, in the manner prescribed by law, has publicly opened, examined and reviewed the Proposals submitted and, as a result of such review, has determined and declared the Contractor to be the successful proposer for said work, and has duly awarded to the said Contractor a Contract for and in consideration of the mutual covenants herein contained.

**NOW, THEREFORE**, the parties have agreed and do hereby agree, the Owner for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

### SECTION A – SERVICES

The Contractor shall, from time to time, upon Notice to Proceed by the Owner, furnish Emergency Debris Removal and Management Services ("Services") to the Owner, in accordance with the terms and conditions contained in the Contract Documents attached hereto, and including all addenda to the Request for Proposals.

### SECTION B – COMPENSATION FOR SERVICES

The Contractor shall be compensated for services provided to the Owner under the terms of the Request for Proposals and in accordance to the attached Price Schedule contained in Contractor's Proposal. The Contractor shall provide to the



Owner or the Owner's authorized representatives, access to any books, documents, papers, and

records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Agreement for three years after termination and all other pending matters are closed.

## SECTION C – TERMS AND CONDITIONS

1. **Permit Assistance:** To the extent applicable, the Owner shall assist the Contractor in obtaining all necessary governmental permits required for the performance of the Services. The Owner shall comply with all County, State, and Federal ordinances, regulations, rules and laws pertaining to the Contractor's work, including those of the Federal Emergency Management Agency.
2. **Insurance:** The Contractor shall maintain all insurance requirements in accordance to the terms of the Request for Proposals throughout the term of this Agreement.
3. **Standard of Care, Hold Harmless, and Indemnity:** The Services shall be conducted by the Contractor consistent with the level of care and skill ordinarily exercised by providers of the same services acting under similar circumstances and conditions. The Contractor shall indemnify and hold the Owner harmless from all damages or suits or actions brought against the Owner as a result of any act or failure to act by the Contractor, its agents, servants, or employees.
4. **Force Majeure:** Neither party shall be responsible for delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss, unavailability of labor, material, fuel, services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Service may be continued.



5. **Term:** This Agreement shall become effective on the date signed and expire 5/22/24 with 3 yr renewals
6. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The Contractor may only terminate this Agreement for Owner's material breach of a term or obligation in this Agreement. The Owner reserves the right to terminate this Agreement for either cause or convenience. Irrespective of which party terminates, or the cause thereof, the Owner shall, within thirty (30) days of termination, compensate the Contractor for services provided, if any, up to the time of termination.
7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. The Contract Documents which comprise and supplement the Contract between the County and Contractor consist of the following documents, which documents are made part of this Agreement as fully as if disclosed and written at length and made a part hereof:
  - A. This Contract;
  - B. The Request for Proposals;
  - C. The Invitation to Request for Proposals;
  - D. General Conditions;
  - E. Scope of Services;
  - F. Contractor's Proposal;
  - G. Contractor's Insurance certifications;
  - H. Notice of Award;
  - I. Notice to Proceed; and
  - J. Any modifications, including Change Orders duly delivered after execution of this Contract.

This Agreement may be amended only by written instrument signed by both parties.

8. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.



9. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Contractor shall survive the completion of Services hereunder and the termination of this Agreement.

**IN WITNESS WHEREOF**, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first written.

**AIKEN COUNTY, SOUTH CAROLINA**

**SOUTHERN DISASTER RECOVERY**

By: *Gay Bunker*  
Title: *County Council Chairman*  
Date: *5-31-2019*

By: *[Signature]*  
Title: *CEO*  
Date: *5-23-19*

REVIEWED  
By: *[Signature]*  
Aiken County Attorney





**DESCRIPTIONS (Continued from Page 1)**

**A Waiver of subrogation as respects to General Liability and Auto Liability is provided in favor of the additional insured based on the terms and conditions of the policy and as required by and specified in a legal contract.**

**A 30 Day notice of cancellation will be provided to the certificate holder with exception of 10 Days for nonpayment.**

**Excess policies covers over the Auto Liability, Employers Liability, General Liability and Pollution.**



**Contract Extension Agreement #1**

**This Extension Agreement**, made and entered into this 23RD day of MAY, 2024 by and between **AIKEN COUNTY, SOUTH CAROLINA** hereinafter termed the "Owner", and **SDR**, hereinafter termed the "Contractor".

**WITNESSETH**

**WHEREAS**, the parties entered into a certain Contract Agreement for Disaster Debris Removal Services on the 23RD day of MAY, 2019.

**WHEREAS**, the parties agree to extend the term of the Contract Agreement in accordance with the terms of the Contract Agreement.

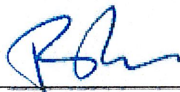
**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties agree to extend the term of the Contract Agreement for a period of 1 year(s), which shall be from the extension effective date to MAY 22, 2025.
2. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

**AIKEN COUNTY, SOUTH CAROLINA**

**SDR**

By: 

By: 

Title: County Administrator

Title: CEO

Date: 5/20/24

Date: 05/20/2024



#1928

## CONTRACT AGREEMENT

**THIS AGREEMENT**, made and entered into this 23<sup>rd</sup> day of May, 2019, by and between **AIKEN COUNTY, SC** hereinafter termed the "Owner", and **SOUTHERN DISASTER RECOVERY, LLC**, hereinafter termed the "Contractor".

### WITNESSETH

**WHEREAS**, the Owner has caused to be prepared, in accordance with law, the Contract Documents listed in Section 7 below for the work herein described, and has approved and adopted the Contract Documents, and has received a proposal for furnishing materials, labor and equipment for, and in connection with, all work as indicated in the Contract Documents, and in accordance with the terms of this Contract; and

**WHEREAS**, the Contractor, in response the Request for Proposals, has submitted to the Owner, in the manner and the time specified, a Proposal in accordance with the terms of the Request for Proposals and Instructions to Bidders, all of which are incorporated in and become terms of this Agreement; and

**WHEREAS**, the Owner, in the manner prescribed by law, has publicly opened, examined and reviewed the Proposals submitted and, as a result of such review, has determined and declared the Contractor to be the successful proposer for said work, and has duly awarded to the said Contractor a Contract for and in consideration of the mutual covenants herein contained.

**NOW, THEREFORE**, the parties have agreed and do hereby agree, the Owner for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

### SECTION A – SERVICES

The Contractor shall, from time to time, upon Notice to Proceed by the Owner, furnish Emergency Debris Removal and Management Services ("Services") to the Owner, in accordance with the terms and conditions contained in the Contract Documents attached hereto, and including all addenda to the Request for Proposals.

### SECTION B – COMPENSATION FOR SERVICES

The Contractor shall be compensated for services provided to the Owner under the terms of the Request for Proposals and in accordance to the attached Price Schedule contained in Contractor's Proposal. The Contractor shall provide to the



Southern Disaster Recovery

Owner or the Owner's authorized representatives, access to any books, documents, papers, and

records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Agreement for three years after termination and all other pending matters are closed.

## SECTION C – TERMS AND CONDITIONS

1. **Permit Assistance:** To the extent applicable, the Owner shall assist the Contractor in obtaining all necessary governmental permits required for the performance of the Services. The Owner shall comply with all County, State, and Federal ordinances, regulations, rules and laws pertaining to the Contractor's work, including those of the Federal Emergency Management Agency.
2. **Insurance:** The Contractor shall maintain all insurance requirements in accordance to the terms of the Request for Proposals throughout the term of this Agreement.
3. **Standard of Care, Hold Harmless, and Indemnity:** The Services shall be conducted by the Contractor consistent with the level of care and skill ordinarily exercised by providers of the same services acting under similar circumstances and conditions. The Contractor shall indemnify and hold the Owner harmless from all damages or suits or actions brought against the Owner as a result of any act or failure to act by the Contractor, its agents, servants, or employees.
4. **Force Majeure:** Neither party shall be responsible for delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss, unavailability of labor, material, fuel, services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Service may be continued.



5. **Term:** This Agreement shall become effective on the date signed and expire 5/22/24 with 3 1yr renewals
6. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The Contractor may only terminate this Agreement for Owner's material breach of a term or obligation in this Agreement. The Owner reserves the right to terminate this Agreement for either cause or convenience. Irrespective of which party terminates, or the cause thereof, the Owner shall, within thirty (30) days of termination, compensate the Contractor for services provided, if any, up to the time of termination.
7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. The Contract Documents which comprise and supplement the Contract between the County and Contractor consist of the following documents, which documents are made part of this Agreement as fully as if disclosed and written at length and made a part hereof:
  - A. This Contract;
  - B. The Request for Proposals;
  - C. The Invitation to Request for Proposals;
  - D. General Conditions;
  - E. Scope of Services;
  - F. Contractor's Proposal;
  - G. Contractor's Insurance certifications;
  - H. Notice of Award;
  - I. Notice to Proceed; and
  - J. Any modifications, including Change Orders duly delivered after execution of this Contract.

This Agreement may be amended only by written instrument signed by both parties.

8. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.



9. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Contractor shall survive the completion of Services hereunder and the termination of this Agreement.

**IN WITNESS WHEREOF**, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first written.

**AIKEN COUNTY, SOUTH CAROLINA**

**SOUTHERN DISASTER RECOVERY**

By: *Gary Bender*  
Title: County Council Chairman  
Date: 5-31-2019

By: *[Signature]*  
Title: CEO  
Date: 5-23-19

REVIEWED  
By: *[Signature]*  
Aiken County Attorney

Sponsor(s) : Judicial and Public Safety Committee  
Committee Referral : Judicial and Public Safety Committee  
Committee Consideration Date : February 19, 2019  
Committee Recommendation : Approval  
Effective Date : February 20, 2019

#1928

19-06-P

RESOLUTION NO. 19-02-28

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Council Chairman to Enter into an Agreement with Southern Disaster Recovery, LLC for Disaster Clearing, Removal and Disposal.

WHEREAS:

1. The Procurement Department notified fifteen (15) suggested and registered vendors of the opportunity to submit a Proposal for Disaster Clearing, Removal and Disposal; and
2. The Proposal was advertised in the South Carolina Business Opportunities (SBCO) and the Aiken County website on November 14, 2018; and
3. Proposal were received from six (6) vendors on or before the closing time of 3:00 p.m. on December 19, 2018. One was deemed non-responsive due to not attending the mandatory pre-proposal meeting held on December 6, 2018; and
4. The proposal package was forwarded to the Emergency Management Director for review and evaluation; and
5. It is the recommendation of the Emergency Management Director that the proposal be awarded to Southern Disaster Recovery, LLC; and

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Council Chairman is authorized to enter into an agreement with Southern Disaster Recovery, LLC.
2. Execution of this agreement is contingent upon review and approval of the agreement by the County Attorney as to form and content.

Adopted at the regular meeting of Aiken County Council on February 19, 2019.

ATTEST:

  
Tamara Sullivan, Council Clerk

SIGNED:

  
Gary Bunker, Chairman

IMPACT STATEMENT:

COUNCIL VOTE: Unanimous

1128

Client#: 15 97

OUTHDIS1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>McGriff Insurance Services</b> 47 Airpark Court (29607) P.O. Box 27149 Greenville, SC 29616-2149	CONTACT NAME: <b>Barbara Garrett</b>
	PHONE (A/C, No, Ext): <b>864 442-4030</b>
	FAX (A/C, No):
	E-MAIL ADDRESS: <b>bgarrett@mcgriffinsurance.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>AXIS Insurance Company</b>
	INSURER B: <b>AXIS Surplus Insurance Company</b>
	INSURER C: <b>Colony Specialty Insurance</b>
	INSURER D: <b>Old Republic Insurance Company</b>
	INSURER E: <b>Selective Insurance Company of SC</b>
	INSURER F:
INSURED <b>Southern Disaster Recovery LLC</b> 109 White Oak Rd. Greenville, SC 29609	NAIC # 37273 26620 36927 24147 19259


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		EMP1900106202	06/01/2020	06/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		S2030879	06/05/2020	06/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE		EMX1900025502	06/01/2020	06/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		EXO4223230	06/01/2020	06/01/2021	Occ/Aggregat \$4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	MWC31205220	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution		EMP1900106202	06/01/2020	06/01/2021	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by and specified in a written contract or agreement, the CERTIFICATE HOLDER AND ANY OTHER PARTY SPECIFIED IN THE CONTRACT are included as additional insured as respects to the General Liability and Auto Liability but only with respect to liability arising out of the named insured's operations under said (See Attached Descriptions)

CERTIFICATE HOLDER Aiken County Procurement Dept 1930 University Pkwy, Ste 3201 Aiken, SC 29801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**DESCRIPTIONS (Continued from Page 1)**

written contract or agreement and always subject to the terms, conditions and exclusions of the policy forms.

A Waiver of subrogation as respects to General Liability and Auto Liability is provided in favor of the additional insured based on the terms and conditions of the policy and as required by and specified in a legal contract.

A 30 Day notice of cancellation will be provided to the certificate holder with exception of 10 Days for nonpayment.

Excess policies covers over the Auto Liability, Employers Liability, General Liability and Pollution.



**Contract Extension Agreement #1**

**This Extension Agreement**, made and entered into this 23RD day of MAY, 2024 by and between **AIKEN COUNTY, SOUTH CAROLINA** hereinafter termed the "Owner", and **SDR**, hereinafter termed the "Contractor".

**WITNESSETH**

**WHEREAS**, the parties entered into a certain Contract Agreement for Disaster Debris Removal Services on the 23RD day of MAY, 2019.

**WHEREAS**, the parties agree to extend the term of the Contract Agreement in accordance with the terms of the Contract Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties agree to extend the term of the Contract Agreement for a period of 1 year(s), which shall be from the extension effective date to MAY 22, 2025.
2. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

**AIKEN COUNTY, SOUTH CAROLINA**

**SDR**

By: [Signature]

By: [Signature]

Title: County Administrator

Title: CEO

Date: 5/20/24

Date: 05/20/2024



CITY OF NORTH AUGUSTA, SC  
NOTICE TO PROCEED

City of North Augusta

Effective Date: 10/14/2024

Ms. Betty Kamara  
Contracts Administrator  
Tetra Tech, Inc.  
2301 Lucien Way, Suite 120  
Maitland, FL 32804

Re: **Notice-To-Proceed (NTP): 2024 Hurricane Helene**

Dear Ms. Kamara,

The City of North Augusta, SC hereby gives Tetra Tech, Inc. a "Notice to Proceed" with mobilization of personnel to assist Client staff with disaster debris monitoring services as a result of the 2024 Hurricane Helene.

On the basis of this action, you are authorized to proceed in accordance with the terms and conditions of the Cooperative Purchase Agreement between the City of North Augusta, SC and Tetra Tech, Inc. for debris monitoring services, (dated 10/11/2024), pursuant to the Aiken County, SC Master Services Agreement procured under RFP No. 22-02-P. A task order with a detailed scope and an initial project not-to-exceed amount will be provided for review and execution.

"Notice to Proceed" is hereby given and accepted by the signature below.

Please contact me at [jclifford@northaugustasc.gov](mailto:jclifford@northaugustasc.gov) or (803) 441-4202 to coordinate efforts.

Sincerely,

James S. Clifford  
City Administrator  
CITY OF NORTH AUGUSTA, SC

Accepted by:

**TETRA TECH, INC.**

By:   
Name: Jonathan Burgiel  
Title: Business Unit President  
Date: 10/14/2024

**COOPERATIVE PURCHASING AGREEMENT  
DEBRIS MONITORING SERVICES  
PURSUANT TO AIKEN COUNTY, SC MASTER SERVICES AGREEMENT (RFP No. 22-02-P)**

This contract entered into, by and between, the **CITY OF North Augusta, SC**, a political subdivision in the State of South Carolina, whose address is 100 Georgia Avenue, North Augusta, SC 29861-6400, hereinafter called "CITY", and **Tetra Tech, Inc.**, a Delaware Corporation, whose address is 2301 Lucien Way, Suite 120, Maitland, FL 32751 hereinafter called "CONTRACTOR".

WITNESSETH, that:

**WHEREAS**, on July 22, 2022, AIKEN COUNTY, SC entered into an agreement with Tetra Tech for the purchase of DEBRIS MONITORING SERVICES ("AIKEN COUNTY, SC Agreement"); and

**WHEREAS**, Tetra Tech was selected to provide these services following a Request for Proposal (RFP No. 22-02-P) issued by AIKEN COUNTY, SC through a competitive bidding process; and

**WHEREAS**, AIKEN COUNTY, SC does not object to other governments taking advantage of the pricing offered under the AIKEN COUNTY, SC Agreement but must use their own contractual agreement; and

**WHEREAS**, the CITY and AIKEN COUNTY, SC have an intergovernmental cooperative agreement (interlocal agreement); and

**WHEREAS**, the CITY has an emergent need to monitor its efforts to remove storm related debris from its roadways and rights-of-ways to protect the life, health and safety of its citizens following the impact of HURRICANE HELENE; and

**WHEREAS**, it would cause a financial detriment to the CITY and adversely impact the public health and safety of the CITY OF AIKEN, SC community to delay such debris monitoring activities as required with debris collection and hauling; and

**WHEREAS**, the CITY desires to participate in a cooperative purchasing agreement with Tetra Tech for the purchase of these services; and

**WHEREAS**, the CITY is satisfied that Tetra Tech was selected by AIKEN COUNTY, SC based on a competitive bidding process; and

**WHEREAS**, the CITY is one of several communities within the State of South Carolina recently impacted by HURRICANE HELENE. As a result of this disaster, the CITY desires the services of Tetra Tech to provide debris monitoring services, and

**WHEREAS**, Tetra Tech is qualified and is willing and able to perform such services, and

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY."
2. The CONTRACTOR agrees to furnish all labor, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY or its duly authorized representative.


3. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution and will remain in effect for a period of six (6) months, subject to warranted extensions.
5. Any approvals from AIKEN COUNTY, SC Staff required in the County Contract, such as approvals by the "designated representative" or "manager", will be granted by the City Manager or his/her designee.
6. The Parties agree that there are no bonding requirements for this Contract.
7. City and Contractor Contacts:

**North Augusta, SC**  
Jim Clifford  
City Administrator  
100 Georgia Avenue  
North Augusta, SC 29861-6400  
Office: 803.441.4202  
Email: [jclifford@northaugustasc.gov](mailto:jclifford@northaugustasc.gov)


**TETRA TECH, INC.**  
Kayla Lemaire  
Contract Administrator II  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Phone: 407-735-6580  
Email: [TDR.contracts@tetratech.com](mailto:TDR.contracts@tetratech.com)

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written below.

**CONTRACTOR: Tetra Tech, Inc.**

By:   
Print Name: Jonathan Burgiel  
Title: Business Unit President  
Date: 10/11/2024

**CITY OF North Augusta, SC**

By:   
Print Name: James S. Clifford  
Title: City Administrator  
Date: 10/14/2024

MASTER SERVICES AGREEMENT  
FOR DEBRIS MONITORING SERVICES

**THIS AGREEMENT** is made this 22<sup>nd</sup> day of July, 2022, by and between **Aiken County, South Carolina**, a body politic and corporate and a political subdivision of the State of South Carolina, located at 1930 University Parkway, Room 3201, Aiken, SC 29801 (hereinafter referred to as ("Client")) and **Tetra Tech, Inc.** (hereinafter referred to as ("Contractor")), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

**WHEREAS**, Client has issued RFP No. 22-02-P for debris monitoring services which is attached hereto as **Exhibit A**.

**WHEREAS**, Client has reviewed Contractor's response to RFP No. 22-02-P and wishes to enter into a contractual agreement with Contractor to provide debris monitoring services which the Technical Approach and Rate Schedule are attached hereto as **Exhibit B and C**.

**NOW, THEREFORE** in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with disaster debris monitoring services as described in **Exhibit A and B** (Client's RFP and Contractor's Proposal), attached hereto. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order prior to commencing work.
2. **Term:** The term of this Agreement shall begin on the date written above and be in effect for three (3) years, subject to the provisions of Section 17 herein below. The term of this Agreement will be extended for two additional periods of one (1) year each unless either party provides written notice to the other party at least sixty (60) days prior to the expiration date of the initial term or extension thereof that it intends not to exercise the extension of the term.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Federal Requirements:** In performance of the services, Contractor will comply, as applicable, with the federal regulatory requirements described in **Exhibit D**, which are attached hereto.
6. **Interpretation and Exhibits:** This Agreement and its **Exhibits A, B, C and D**, which are attached hereto and incorporated herein by reference, constitute the entire agreement between the parties and together with its Exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or the Exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor, and the schedule and payment shall be equitably adjusted. Notwithstanding the foregoing, in the event of a conflict between the provisions in this Agreement and the provisions of Client's Request for Proposal No. 17-04-P (RFP) attached hereto as **Exhibit A**, the provisions of **Exhibit A** shall apply and control. However, in all situations, this

Term Info: 7/22/25 thru 7/21/25 -  
Then option to Renew yearly

MASTER SERVICES AGREEMENT  
FOR DEBRIS MONITORING SERVICES

CFR Section 200.326 and 2 CFR Part 200, Appendix II, which are both attached herein as **Exhibit D**.

7. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement may be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

8. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates along with direct project related expenses reimbursed to Contractor as set forth in **Exhibit C**.

The hourly rates shall remain firm for the initial term of the contract. Hourly rates for any extended terms shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

9. **Compensation:** Payment terms are net thirty (30) days. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client and shall promptly notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. *Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.*

*All invoices shall be delivered to:*

*Attn: Accounts Payable  
Aiken County, South Carolina  
1930 University Parkway, Room 3201  
Aiken, SC 29801*

*Payment shall be made to and delivered to:*

*Tetra Tech, Inc.  
PO Box 911642  
Denver, CO 80291-1642*

10. **Indemnity:** Contractor shall save harmless the Client from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement and which result from a negligent

MASTER SERVICES AGREEMENT  
FOR DEBRIS MONITORING SERVICES

act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from all expenses, including attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, its agents, or employees.

11. **Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies in least the following amounts and provide Client a Certificate of Insurance each year for the term of this Agreement:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

12. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party, other than an agency of the United States of America, the State of South Carolina, or Client's or their auditors, without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.
13. **Limitation of Liability:** No employee of either party shall have individual liability to the other party. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the greater of one million dollars (U.S. \$1,000,000) or the amount actually paid to Contractor under this Agreement.
14. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion, or for any other economic, consequential, indirect or special damages.
15. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
16. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
17. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination. If either party defaults in its obligations under this Agreement, the non-defaulting party, after giving



MASTER SERVICES AGREEMENT  
FOR DEBRIS MONITORING SERVICES

ten (10) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued by the defaulting party, terminate this Agreement or suspend performance under this Agreement.

18. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner, and that if resolution cannot be made, the parties agree to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement, either party may pursue litigation after notifying the other party of its intentions.
19. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
20. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

**Client:**

Aiken County Government  
1930 University Parkway, 3201  
Aiken, SC 29801  
803-642-1540 ext. 3502  
procurement@aikencountysc.gov

**Contractor:**

Attn: Betty Kamara, Contracts Administrator  
Tetra Tech, Inc.  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
(407) 803-2551  
TDR.Contracts@tetrattech.com

21. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the remainder of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
22. **Governing Law and Venue:** This Agreement shall be construed under and governed by the laws of the State of South Carolina without giving effect to its principles on conflicts of law and applicable federal laws and regulations. Any disputes arising thereunder may only be brought in the appropriate state court in Aiken County, South Carolina or the United States District Court for the District of South Carolina, Aiken Division.
23. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at

MASTER SERVICES AGREEMENT  
FOR DEBRIS MONITORING SERVICES

least five (5) years following project closeout. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, FEMA Administrator, Comptroller General of the United States and their respective designees and authorized agents, for purposes of inspection, reproduction, and audit without restriction.

24. **Compliance with Laws:** In performance of the Services, Contractor will comply with all applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense. Contractor acknowledges that FEMA financial assistance will be used to reimburse Client for all or some of the compensation paid to Contractor under this Agreement. Contractor will comply with all applicable federal laws, regulations, executive orders, and FEMA policies, procedures and directives, including, but not limited to, all applicable provisions of 2 CFR Section 200.326 and 2 CFR Part 200, Appendix II attached hereto as **Exhibit D**.
25. **Non-Discrimination:** The Contractor warrants and represents that all of its employees will be treated equally during employment without regard to race, color, religion, gender, age or national origin.
26. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
29. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client unless such disclosure is required by a federal or South Carolina law or regulation.
30. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

MASTER SERVICES AGREEMENT  
FOR DEBRIS MONITORING SERVICES

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal name by persons authorized to execute this Agreement as of the day and year first written above.

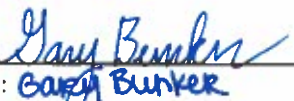
**CONTRACTOR:**  
**TETRA TECH, INC.**

  
By: Jonathan Burgiel  
Title: Business Unit President

ATTEST:

  
Betty Karama, Contracts Administrator

**CLIENT:**  
**AIKEN COUNTY, SOUTH CAROLINA**

  
By: Gary Bunker  
Title: Council Chairman

ATTEST:



**ATTACHMENTS:**

- Exhibit A: Aiken County, SC RFP No. 22-02-P
- Exhibit B: Tetra Tech Technical Approach
- Exhibit C: Tetra Tech Rate Schedule
- Exhibit D: Federal Provisions (2CFR200)

REVIEWED  
By:   
Aiken County Attorney

Sponsor(s) : County Council  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A  
Effective Date : January 5, 2022

RESOLUTION NO. 22-01-05

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Council Chairman to Enter into an Agreement with Tetra Tech, Inc. for Debris Monitoring.

WHEREAS:

1. The Procurement Department notified seven (7) registered and suggested vendors of the opportunity to submit a proposal for Debris Monitoring; and
2. The proposal was advertised in the South Carolina Business Opportunities (SCBO) and posted to the Aiken County website on September 28, 2021; and
3. Proposals were received from three (3) vendors before the closing time of 3:00 p.m. on November 11, 2021; and
4. The proposal package was forwarded to the County Emergency Management Director for review and evaluation; and
5. It is the recommendation of the Emergency Management Director that the proposal be awarded to Tetra Tech, Inc.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Council Chairman is authorized to enter into an agreement with Tetra Tech Inc. for Debris Monitoring.
2. Execution of these agreements is contingent upon review by the County Attorney as to form and content.

Adopted at the regular meeting of Aiken County Council on January 4, 2022.

ATTEST:

  
Katelyn Hayes, Council Clerk

SIGNED:

  
Gary Bonker, Council Chairman

COUNCIL VOTE: Unanimous

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

##### (a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12,

respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File
- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
  - (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
  - (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- (f) *Contractor* Action to Protect the Government's Interest
- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
    - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
    - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
  - (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
  - (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
  - (4) The *contractor* agrees to include, within the specification of any United States patent applications

and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or



- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:
- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
  - (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
  - (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
  - (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

<hr/>	<hr/>
Aiken County Government	Tetra Tech, Inc.
1930 University Parkway, 3201	2301 Lucien Way, Suite 120
Aiken, SC 29801	Maitland, FL 32751
<hr/>	<hr/>

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**DEBARMENT AND SUSPENSION**

***Contractor must complete enclosed certification***

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00. ***Contractor must complete enclosed certification***)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

#### **PROCUREMENT OF RECOVERED MATERIALS**

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **CHANGES**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes

how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**COPYRIGHT AND DATA RIGHTS**

**"License and Delivery of Works Subject to Copyright and Data Rights"**

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

**BYRD ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Tetra Tech, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

July 18, 2022  
\_\_\_\_\_  
Date

**DEBARMENT/SUSPENSION CERTIFICATION**

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Tetra Tech, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

July 18, 2022

Date

**CIVIL RIGHTS COMPLIANCE PROVISIONS**

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the

provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

July 18, 2022  
\_\_\_\_\_  
Date



RESOLUTION NO. 2024-51  
AUTHORIZING THE CITY OF NORTH AUGUSTA  
TO ENTER INTO A CONTRACT WITH R&R TREE SERVICE TO PERFORM TREE  
CUTTING, DEBRIS REMOVAL, AND DISPOSAL FOR THE CITY OF NORTH  
AUGUSTA

WHEREAS, The impact of Hurricane Helene on the City of North Augusta represents one of the most, if not most damaging natural disaster to impact the community; and

WHEREAS, The Governor for the State of South Carolina declared a State of Emergency for the State of South Carolina related to such storm on September 25, 2024 and thereafter on September 30, 2024 Governor McMaster announced a request for an expedited major Presidential Disaster Declaration that was approved by the Federal Emergency Management Agency for thirteen (13) Counties within the State of South Carolina including Aiken County; and

WHEREAS, Mayor Briton S. Williams, Mayor of the City of North Augusta pursuant to Section 9-20 and 9-21 of the Municipal Code declared a State of Emergency for the City commencing on the 27<sup>th</sup> day of September, 2024; and

WHEREAS, Administration and Staff have determined that due to the extreme damages from Hurricane Helene that the cleanup on the City's Greenway, Parks, and Greenspaces from Hurricane Helene is beyond the scope of the City's abilities to cleanup timely; and

WHEREAS, To meet the requirements of the Federal Emergency Management Management (FEMA) and for the City to receive the maximum allowable reimbursement it is in the best interest to expedite the cleanup process through a professional service; and

WHEREAS, on October 16, 2024, the Public Services Department solicited for an Invitation to Bid that was placed on the City of North Augusta's bids and requests for proposals website page and received three proposals; and

WHEREAS, On October 25, 2024, sealed bids were received, publicly opened, and read aloud for the project; and

WHEREAS, the low bid by R&R Tree Service of Buford, Georgia for the tree cutting and debris removal of City Parks is in the amount of \$917,500.00; and

WHEREAS, the Mayor and City Council of the City of North Augusta find that the awarding of such bid for the project is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof:

1. That R&R Tree Service shall be awarded a contract for tree cutting, debris removal, and disposal for the City of North Augusta's Greenway, Parks, and Greenspaces at a total cost not to exceed \$1,000,000.00
2. That the City Administrator is specifically authorized to make any additions and amendments to the Contract as necessary to ensure and expedite an orderly removal of storm debris throughout the City.
3. Funding for payments pursuant to these contracts will be from the General Fund.
4. All reimbursement received from FEMA or any other source related to such contract would be deposited into the General Fund.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_\_\_ DAY OF OCTOBER, 2024.

\_\_\_\_\_  
Briton S. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Paul, City Clerk