

## EXHIBIT "A"

### SCOPE OF SERVICES

#### EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER -- CUT AND TOSS

##### 1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of Natural Disaster-related emergency debris removal (cut and toss) from Federal Aid Highway segments, State, local and private roadways within the Florida Department of Transportation (Department), District \_\_\_\_\_, \_\_\_\_\_ County. The contractor shall provide all services described herein and any other services required to complete the project. Activities include field operations and debris management - All debris removal and management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Roads will be identified by the Department and direction given to the Contractor for roads and limits for which the Contractor will be responsible for within each County assigned. The Department reserves the right to add or delete roadway segments at the direction of the Engineer at no additional cost to the Department. The Department, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Proper documentation, as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the Department from the appropriate federal agency. While this contract scope provides for debris removal (Cut and Toss) work off the state road system, any work off the State Road System must be authorized by the Department.

The Department will not provide price adjustments for cost increases or decreases in the price of fuel.

The prime contractor is required to perform at least 30% of the work with its own forces.

The Department's Specifications for Road and Bridge Construction and other applicable Department Design Indexes and Construction Standards are made part of this contract by reference and are applicable when bidding on and when performing work under this contract.

In cases of discrepancy between this scope and the specifications, the scope will take precedence.

Within five days after commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

The work will begin upon written authorization by the Department. No guarantee of minimum or maximum amounts per bid item is made by the Department under this Contract.

In the event that the natural disaster impacts another District of the Department, the terms and conditions of this contract may apply to work in the affected District, with the concurrence of both parties.

The Department, at its sole discretion, may award one or more contracts based on the bids received and the impact of natural disasters encountered. If more than one award is made, such award will be to the lowest bidder, then to the next lowest bidder(s) based on availability of the bidders and the bidder's ability to satisfy the needs of the Department at the time contacted.

## **2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR**

### Field Operations

The following listed services shall be performed by the Contractor in the presence of the Department, District \_\_\_\_\_ personnel or their designated representative:

- Provide equipment, labor, and materials necessary to perform “cut and toss” for clearing of the pavement area of the roadways as directed. “Cut and toss” is defined as cutting and/or pushing the debris off of 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 pavement (i.e. 2 feet beyond the paved shoulder or edge of turn lane (s) whichever is further) and vertical clearance of 16 feet as needed.
- Provide traffic control (day and/or night) using current Department Design Standards.
- Ensure all contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- Coordinate with utility companies, as required, to permit safe removal of debris.
- With each invoice submit a Certification Disbursement of Previous Periodic Payment to Subcontractors (form 700-010-38) and the amount paid to all subcontractors performing work under this contract to date.
- Provide a minimum of \_\_\_\_\_ crews. These crews shall not be committed to more than one “cut and toss” contract for the Department at any point in time.

### **3.0 SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE**

#### Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Provide inspection for all contractor operations.
- Provide field inspectors in sufficient numbers to adequately monitor all field operations. Such work will not exceed limits defined by FHWA eligibility criteria. The number of inspectors per crew shall vary based on need.
- Identify and prioritize removal from Federal Aid Highway segments, State, local and private roadways within the Florida Department of Transportation (Department), District \_\_\_\_\_, \_\_\_\_\_ County. Prioritization of debris “cut and toss” will be based on a “sector approach” (as opposed to site to site). Once priorities are established, crews are required to complete entire sectors or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone unless directed by the Departments Engineer.
- Ensure that all field crews are outfitted with required safety gear. Contractor is responsible for its crews’ safety.

### **4.0 PAYMENT**

- Payment will be made in accordance with the Fee Rates shown on Exhibit C. Such payment will be full and complete payment for all work performed, except for travel to another District as set forth below.
- The contractor may be paid for pre-positioning as set forth in Exhibit C within the District, if requested, and the impact of a natural disaster does not materialize. This will be a no-bid item and the amount will be established by the Department.
- If mutually agreed, the Contractor may be requested to work in another District affected by the natural disaster. In that event, the Contractor will be paid for that work in accordance with Exhibit C and additional payment will be made for travel. Travel will be reimbursed in accordance with Section 112.061, Florida Statutes.
- The bid items listed in Exhibit C include compensation for all work required in Sections 1.0 and 2.0.

