

How to use this example contract:

1. The most important item is that the local authority review the entire contract to be sure it fits the needs of the demolition.
2. All items in red should be modified for the specific local entity.
3. All items in blue are attachments or sections that should be added by the local authority.
4. All items highlighted in yellow contain comments.
- 4.5 The local entity's lawyer should review the example contract to be sure it does not contradict any local laws, regulations or local contracting standards.
- 5.6 Many of the attachments need to be supplied by the local community.
- 6.7 Specific issues which are not included in this standard example should be added. Examples include lead based paint abatement (or handling), asbestos abatement (or handling), buildings with common walls or roofs, etc.

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**SAMPLE**

**SCOPE OF WORK**  
**[Disaster Name] Recovery Mission**  
**Demolition Work**  
**[County Name], [City Name], [State]**

**1.0 Location**

This scope of work applies to demolition of [commercial] [residential] structures located in [City Name], [County Name], [State]. The structures to be demolished are included in Attachment A. Additional structures may be added to the contract at a later date.

**2.0 General Project Description**

- 2.1. The general description of the work is to furnish all equipment, labor, layouts of work features, and supervision needed to accomplish the following as described below:  
Demolition, debris removal and disposal.
- 2.2. The estimated amount of debris to be removed under this contract, but not guaranteed, is as shown on the individual bid schedules.

**3.0 Report Requirements**

- 3.1. Contractor Safety Plan. The Contractor shall prepare a Contractor Safety Plan to affirm the commitment to the Safety Program and identify the procedures to be used to satisfy the requirements of the Program. A suggested format for the Contractor Safety Plan is included as Attachment C. One copy of the completed Contractor Safety Plan shall be provided to the [County] [City] [State], within five (5) working days of contract award. This plan must be approved by the [County] [City] [State] prior to the commencement of any work.
- 3.2. Contractor Daily Safety Plan. The Contractor shall prepare a safety plan prior to each day's activities. The daily safety plan shall include the hazards expected with each day's activities. The mitigation measures for each hazard shall be included in the plan. The Contractor Safety Plan may be referenced for mitigation measures. The Contractor shall provide the daily safety plan to the [County's] [City's] [State's] authorized representative for approval. A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. The Contractor shall inform the [County's] [City's] [State's] authorized representative of the time and location of each tailgate meeting at least 24 hours in advance.
- 3.3. Storm Water Pollution Prevention Plan. The Contractor shall prepare a storm water pollution prevention (SWPP) plan for [County] [City] [State] approval prior to beginning work. The plan shall be submitted within five (5) working days of contract

award. The plan shall include, as a minimum, the method for protecting all storm drains and waterways adjacent to the demolition area.

- 3.4. Daily Operational Report. The Contractor shall submit a daily operational report. A separate operational report is required for each crew. 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 [County] [City] [State] Quality Assurance (QA) representative and the Contractor for payment to be made. Discrepancies between the daily operational report and corresponding load [and weigh] tickets shall be reconciled no later than the following day. A sample daily operational report is included as Attachment I. 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, and clarifications. The Contractor shall include in the daily operational report the buildings demolished that day, including building ID and address. Before and after photographs of all buildings demolished shall be submitted no later than the next business day.

#### 4.0 Services

- 4.1. Demolition. The Contractor shall provide all labor and equipment necessary for the demolition of the structures identified in Attachment A. Descriptions of the structures are available from the [County's] [City's] [State's] authorized agent. Some items are to be salvaged prior to demolition. The list of items to be salvaged is included in Attachment B. Contractor employees shall not enter the structures except in the process of executing the contract. No explosives will be permitted. The structures and contents are considered to have no salvage value, except as specified. The [County] [City] [State] does not guarantee the condition of the properties prior to demolition.

4.1.1. Activities required prior to starting demolition are:

- 4.1.1.1. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the demolition area. In addition, all roadways along the haul routes shall be documented. A representative of the [County] [City] [State] shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the [County] [City] [State] prior to beginning the work.
- 4.1.1.2. Prior to demolition of each structure, the Contractor shall perform all tasks and complete the Demolition checklist included as Attachment D. A photograph of each structure to be demolished shall be included on the checklist. A [County] [City] [State] representative shall approve each checklist prior to the Contractor beginning demolition.

- 4.1.1.3. The Contractor shall check the structures prior to demolition to insure that the properties are vacated.
- 4.1.1.4. The work includes capping and plugging of utilities, with all equipment, materials, and labor in accordance with local requirements. The Contractor is responsible for disconnection of all utilities, plugging of sewer taps, or connection to septic tanks. Disconnection of all utilities shall be coordinated by the contractor with the appropriate local service providers. 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. 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 care and ensure that damage does not occur to any septic tanks.
- 4.1.1.5. 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 enclose the demolition site with a temporary safety fence. The temporary safety fence shall remain until all demolition work within this area is complete and approved by the [County] [City] [State]. Gates shall be included if necessary for Contractor operations. The Contractor shall install warning signs, to alert and protect the public from demolition activities. The safety fence shall be at least 6 feet high. The Contractor [shall] [shall not] not drive the posts. [All panels shall be supported above ground.] The fence shall be installed such that it can withstand normal weather conditions. The Contractor is responsible for maintaining the fence during demolition. The Contractor shall remove the fence from the work site upon completion of the contract.
- 4.1.2. Demolition shall not begin on the structures without a representative of the [County] [City] [State] present.
- 4.1.3. The use of water is to control dust during demolition work. 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.

- 4.1.4. The Contractor is responsible for complete demolition and removal of all structures listed in Attachment A, to the existing grade. The Contractor shall not remove the slabs. All demolition debris shall be taken to the designated facilities shown on Attachment H. Truck drivers shall initial the Loading tickets at the loading site and again when the debris is dumped. Load tickets shall include the respective building number from which the debris was generated. Any basements or crawl spaces shall be filled and graded to a uniform slope to eliminate vertical drops. The backfill shall be clean, uncontaminated soil.
- 4.1.5. The use of burning at the project site for demolition or the disposal of refuse and debris will not be permitted.
- 4.2. Debris Removal and Disposal. The Contractor shall provide all labor and equipment necessary for the removal and disposal of the structures identified in Attachment A.
- 4.2.1. Haul and Dispose. The work shall consist of [separating and] removing the debris generated from demolishing the identified structures. Work shall include: 1) examining debris to determine whether the eligible debris is [include list of types of debris]; 2) [sorting and] loading the debris; 3) hauling the eligible debris to an approved dumpsite(s). Ineligible debris shall not be loaded, hauled, or dumped under this contract. The Contractor is responsible for all ineligible debris handled under this contract.
- 4.2.2. [Type of Debris] Hauling and Disposal. All [type of debris] shall be collected and transported to the designated [type of debris] disposal areas shown on the drawings. [The Contractor shall be responsible for managing the debris once on site.] The Contractor shall place the debris in areas designated by the [County] [City] [State]. [If capping any area is necessary under this contract, the requirements should be listed here.]
- 4.2.3. Other Waste. All other demolition debris shall be collected and transported to [landfill or transfer station name]. Disposal fees are the responsibility of the [County] [City] [State] [Contractor].
- 4.2.4. [The contractor shall provide an inspection tower located [as shown on the attached drawing] [at each dumpsite]. This tower shall be constructed such that the [County] [City] [State] monitor can look down and see the bed when empty and to fully view the debris load (at least 10 feet above the existing ground surface), establishing a volume. The inspection tower shall be constructed to meet all local, state, federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be 8' by 8', constructed of 2" x 8" joists, 16" O.C. with 3/4" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2" x 4" studs and 1/2" plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a

hand rail. The towers shall include a writing surface area. The contractor may provide a mechanical lift to be used in place of the constructed tower.]

Comment [M1]: This paragraph should only be included for cubic yard contracts.

4.2.5. [The contractor shall provide portable restroom facilities at all dumpsites.]

## 5.0 **Asbestos.**

5.1. [Some of the buildings may contain small amounts of asbestos. [State Environmental Agency] requirements included as Attachment E shall be followed during the demolition work.]

5.2. [Asbestos abatement is required in the structures listed in Attachment J. Asbestos abatement specifications are included in Attachment J.]

## 6.0 **Demolition Classification.**

6.1. One Story Structure (up to 25' high). These structures are constructed of [brick,] [wood,] [stone] [concrete] [and metal]. Basements or crawl spaces under some structures are to be expected.

6.2. Two Story Structure (over 25' high). These structures are constructed of [brick,] [wood,] [stone] [concrete] [and metal]. Basements or crawl spaces under some structures are to be expected.

## 7.0 **Debris Classification.**

7.1. Eligible Debris. Eligible debris under this contract is all debris generated from demolition. [Debris that is classified Hazardous or Toxic or freon or oil containing appliances such as air conditioners, refrigerators and freezers is ineligible debris under this contract and shall not be transported under this contract.] Any ineligible debris collected by the contractor shall be disposed of at the contractor expense. Any loads rejected at the dump site shall be the contractors responsibility.

7.2. [Type of Debris]. [Include a definition of the type of debris. If the state environmental department has given additional approvals and has provided a letter, the letter should be attached.]

7.3. Other Waste. Other waste includes, but is not limited to, plastic, glass, rubber products (excluding tires), metal products, sheet rock, cloth items, and wood building materials.

7.4. Hazardous Toxic Waste (HTW). Hazardous or toxic materials or waste such as petroleum products, paint products, electrical transformers, tires and known or suspected hazardous materials shall be removed by [others] [the Contractor]. Coordination for hazardous debris removal is the responsibility of the [County] [City]

[State] [Contractor]. [The Contractor shall notify the [County] [City] [State] immediately if HTW materials are discovered during demolition activities.] The HTW material shall be removed from the building so demolition may continue. The Contractor shall move the HTW material to the site designated by the [County] [City] [State].

## **8.0 Debris Removal and Disposal.**

### **8.1. Debris Removal Process.**

8.1.1. Debris shall be taken off site throughout the demolition process. The Contractor shall not allow debris to accumulate during demolition. The eligible debris shall be loaded into trucks and taken to [list the sites for each type of debris], as applicable.

8.1.2. 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.

### **8.2. Debris Disposal Process.**

8.2.1. Measurement for all eligible debris removed shall be by the cubic yard [and] [ton] and supported by the load ticket [and weigh ticket]. Load tickets shall document cubic yard measurement for eligible debris.

8.2.2. [Load Tickets shall be used for recording the cubic yard volume of debris removed for disposal.] Load tickets shall be provided by the [County] [City] [State]. A sample load ticket is included as Attachment F. All information contained in this sample shall be included in the load tickets provided by the contractor. The load tickets shall be sequentially numbered and in quadruplicate.

Each ticket shall contain the following information:

- Ticket Number
- Contract Number
- Date
- Contractor Name
- Truck or Roll-off Number
- Point of Debris Collection
- Truck Capacity
- Loading Departure Time/Inspector
- Dump Arrival Time/Inspector
- Actual Debris Volume
- Truck Driver
- Debris Classification
- Dumpsite

- Debris Eligibility (Y/N)

8.2.3. **[Cubic Yard:]** The entire four-part load ticket is given to the vehicle operator by a [County] [City] [State] monitor prior to leaving the loading area. Upon arrival at the dumpsite, the vehicle operator shall give the entire four-part load ticket to the [County] [City] [State] monitor. The [County] [City] [State] monitor will verify the hauler and equipment and establish the percent of the truck's capacity that is filled with eligible debris. After documenting percentage to the nearest 5%, the [COR] [City] [County] [State] monitor will calculate the actual cubic yardage of the load. The actual cubic yard will be recorded on the load ticket by the [COR] [City] [County] [State] monitor to the nearest cubic yard. The [County] [City] [State] monitor will document the data on the load ticket. The [County] [City] [State] monitor will give one copy to the vehicle operator. One copy is then given to the contractor, the original is kept by the [County] [City] [State] monitor and the fourth shall be given to FEMA. The load tickets shall be submitted with the daily report.

**Comment [M2]:** Only include this paragraph if cubic yards are used to measure quantities.

8.2.4. **[Weight:]** The entire four-part load ticket is given to the vehicle operator by a [County] [City] [State] monitor prior to leaving the loading area. Upon arrival at the dumpsite, the vehicle operator shall give the entire four-part load ticket to the [County] [City] [State] monitor. The [County] [City] [State] monitor will verify the hauler and equipment. The [County] [City] [State] monitor will give one copy to the vehicle operator. One copy is then given to the contractor, the original is kept by the [County] [City] [State] monitor and the fourth shall be given to FEMA. The load tickets shall be submitted with the daily report. The Contractor will be issued a weigh ticket at the certified scales. The Contractor shall provide the original weigh ticket from the certified scales to the [County] [City] [State] daily. The certified scales weigh tickets shall be attached to the load ticket. Any landfill tickets not having a corresponding load ticket shall be the responsibility of the Contractor.

**Comment [M3]:** Only include this paragraph if tonnage is used to measure quantities.

8.3. All materials shall be disposed of at an approved dump site. Disposal shall be in accordance with all Federal, State, and local laws and regulations.

**9.0 Demobilization.**

9.1. Post-Demolition Cleanup. Remove all signs of temporary construction facilities, work areas, structures, foundations or temporary structures, stockpiles of excess waste materials, or any other vestiges of demolition. The area shall be restored to near pre-existing conditions except those structures which are demolished as part of this contract. Except in specific cases, restoration to original contours will not be required; however, all restored areas shall be smoothly and evenly dressed and sloped to drain.

9.2. Upon termination or completion of this contract, 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 to the [County] [City] [State] and any cost incurred by the [County] [City] [State] in disposal of same shall be withheld from any final payment due.

**10.0 Performance Schedule.**

- 10.1. The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed.
- 10.2. All activity associated with debris operations shall be performed between [enter hours of operation]. The contractor may work [number of] days per week, [excluding] [including] holidays.
- 10.3. Maximum allowable time for completion shall be [enter number of] calendar days, unless the [County] [City] [State] initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

**11.0 Equipment.**

- 11.1. All trucks and other equipment shall be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris shall be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and shall not extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the [County] [City] [State]. The contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be measured and marked for its load capacity by the Contractor and the [County] [City] [State]. The Contractor shall inspect all equipment prior to use.
- 11.2. Trucks designated for use under this contract shall be equipped with two [color] signs, one attached to each side. Magnetic signs are not permissible. The [Contractor] [City] [County] [State] shall provide these signs. A sample sign is included as Attachment G. [All information contained in the sample shall be on the contractor provided signs.]
- 11.3. Prior to commencing debris removal operations, the Contractor shall present to the [County] [City] [State] monitor all trucks, trailers, or containers for inspection that will

be used for hauling debris. Each truck or trailer shall be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The [County] [City] [State] monitor may, at any time, request that the trucks be re-measured. The Contractor shall notify the [County] [City] [State] each time a new truck, trailer or container is to be used under this contract and provide them to the monitor for inspection. No capacity can exceed 100% of the measured volume.

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

## **12.0 Other Considerations.**

- 12.1. The Contractor shall designate a Contractor Representative (CR) at each project to supervise work in progress. The [County] [City] [State] inspectors 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 [County] [City] [State] 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 [County] [City] [State] inspection and make decisions for the Contractor on additional performance of work, when necessary.
- 12.2. 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 in danger of being damaged during demolition. The Contractor shall return signs to pre-existing location and condition following demolition.
- 12.3. The contractor is reminded of the importance of the safety requirements contained in [Attachment C](#), OSHA, EPA, and other State and Federal Laws that address the safe work environment. This includes the monitoring and safety of all employees who will be performing any work under this work order.
- 12.4. The Contractor shall obtain all permits, licenses, and maintain these documents at the project site where work is to be performed and have such documents readily available.
- 12.5. Compliance with the provisions of this contract by subcontractors will be the responsibility of the Contractor.

**13.0 Special Considerations.**

- 13.1. Contractors shall note that a portion of the project may occur in residential areas. The Contractor shall secure the demolition area to provide a safe work site. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner. Any damage to private property shall be repaired at the Contractor's expense. The debris work area shall be left clear of debris and clean, as reasonably and practical under the conditions of this project.
- 13.2. The contractor shall use equipment and perform work in a manner to prevent damages to the [City's] and [County's] and [State's] infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the [City] [County] [State]. All [tracked] equipment shall be approved by the [County] [City] [State] 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 and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- 13.3. Before beginning any demolition work, the Contractor shall survey the site. The Contractor shall take necessary precautions to avoid damage to neighboring 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 [County's] [City's] [State's] authorized agent, as a non-reimbursable expense of the Contractor. The Contractor shall coordinate the work of this section with all other work.
- 13.4. The [County] [City] [State] may cease contractor operations due to inclement weather. Additional days will be added to the performance period for weather delays.
- 13.5. The Contractor shall plan the work to minimize the impact on the neighborhood.
- 13.6. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 13.7. The government reserves the right to inspect the site, verify quantities and review operations at any time.
- 13.8. If, in the process of demolition, items containing Freon are identified, the Contractor shall handle them in such a way as to minimize opportunities to allow the Freon to escape. The Contractor shall notify the [County] [City] [State] immediately upon discovery of previously unidentified Freon containing appliances.

- 13.9. Trees outside the project site which might be damaged during demolition shall be left in place and protected. Any such tree that is damaged during the work under this contract shall be replaced in kind or as approved by the [County's] [City's] [State's] authorized agent, at the non-reimbursable expense of the Contractor.
- 13.10. The Contractor should be aware the property owners may remove salvageable items from their structures prior to the award of this contract.

**14.0 Bonding and Insurance.**

- 14.1. Prior to signing the contract, the contractor agrees to furnish the [County] [City] [State] with all applicable certificates of insurance. Within 24 hours following signing of the contract, contractor shall provide copies of insurance policies including all endorsements. In addition, a payment and performance bond of \$1,000,000.00 or the bid price of the contract, whichever ever is higher, is required within 24 hours of award of this contract. The contractor must be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the contractor is unable to obtain bonding.
- 14.2. The Contractor shall save and hold the [County] [City] [State] harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

**15.0 Payment.**

- 15.1. All payments made under this contract will be made [semi-monthly] [bi-weekly] [monthly]. The Contractor shall have the payment invoice to the [County] [City] [State] by the [enter when the invoices should be received]. Invoices will be based on verified quantities from the daily operational reports.
- 15.2. Time is of the essence to the performance hereunder and the [County] [City] [State] shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within thirty days following the date of hand delivery to the [County's] [City's] [State's] authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and on-half percent per month calculated from the expiration of the thirty day period until fully paid. Payment made is based on the post mark date or hand delivery date. No late payment

interest shall be due and owing for payments withheld in good faith for reasonable cause.

- 15.3. For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the [County's] [City's] [State's] authorized agent may retain a percentage of said payment, not to exceed 5% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the [County's] [City's] [State's] authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- 15.4. The [County] [City] [State] may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- 15.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the [County's] [City's] [State's] authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the [County's] [City's] [State's] authorized agent including acceptable evidence of the satisfaction of all claims or liens.

#### **16.0 Changes, Additions, Deductions, and Extra Work**

Upon proper action by the [Name of County Commissioners] [Name of City Board of Supervisors], [State Authority] the [County's] [City's] [State's] authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the [County's] [City's] [State's] authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the [County's] [City's] [State's] authorized agent, with [city] [and county] [and State] concurrence, shall make an equitable adjustment and modify the contract in writing.

#### **17.0 Termination of Contract**

- 17.1. This contract may be terminated at any time for the convenience of the [County] [City] [State]. The [County] [City] [State] agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.

17.2. This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the [County's] [City's] [State's] authorized agent within 24 hours of delivery of notice of said deficiency. The [County] [City] [State] retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

**18.0 Warranties and Representations**

18.1. This contract is binding upon and inures to the benefit of the [County] [City] [State] or Assigns and is the whole agreement of the parties and governed by the Law of the State of [State]. The appropriate venue for any litigation resulting hereunder is the [Name of County] [Name of City] [Name of State] Court, [State].

18.2. The Contractor shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

**19.0 Deficiencies, Corrective Actions and Deductions:**

When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

19.1. Corrective Actions. If deficiencies are identified, the [County] [City] [State] must take action to correct those deficiencies using one, or in some cases a combination of, the following:

19.1.1. Stop Unsafe Work. The [County's] [City's] [State's] authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

19.1.2. Issue a Stop Work Order. If the [County's] [City's] [State's] authorized agent determines the deficiency is serious, the [County] [City] [State] can issue a stop work order.

19.1.3. Reduced Value Deduction. The [County] [City] [State] may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the, [County] [City] [State] or another contractor rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods allowed by the contract clause entitled "Inspection of Services".

19.1.4. The Contract may be terminated.

19.2. The [County] [City] [State] may discuss corrective actions with the Contractor to prevent future occurrences.

19.3. The [County's] [City's] [State's] authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the [County's] [City's] [State's] authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the [County's] [City's] [State's] authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

## **20.0 Notices**

20.1. At the time of award, the Contractor shall designate, in writing, a CR to receive any Notice required hereunder and who shall be available at the local work site in [City or County Name], [State], during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the [County's] [City's] [State's] authorized agent at the time of award.

20.2. The only [County] [City] [State] personnel authorized to receive any Notice required hereunder are the [County's] [City's] [State's] authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the [County] [City] [State] .

## **21.0 Environmental Protection, Historic Preservation, Protection of Property and Restoration**

21.1. For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during project execution and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land and involves noise and solid waste management, as well as other pollutants. In order to prevent, and to provide for abatement and control of, any environmental pollution arising from

the demolition activities in the performance of this contract, the Contractor and its subcontractors shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement.

- 21.2. Prohibition Of Ozone Depleting Substances. The use of Class I ozone-depleting compounds in temporary and permanent work is prohibited under this contract. Class I ozone-depleting compounds are listed in Section 602(a) of the Clean Air Act, as amended in 1990, U.S.C. Article 7671a(a) or Appendix A 40 C.F.R. Part 82, Subpart A and are repeated below:

CONTROLLED SUBSTANCE

A. Group I:

CFCl<sub>3</sub>--Trichlorofluoromethane (CFC-11)  
CCl<sub>2</sub>F<sub>2</sub>--Dichlorodifluoromethane (CFC-12)  
CCl<sub>2</sub>F-CClF<sub>2</sub>--Trichlorotrifluoroethane (CFC-113)  
CF<sub>2</sub>Cl-CClF<sub>2</sub>--Dichlorotetrafluoroethane (CFC-114)  
CClF<sub>2</sub>-CF<sub>2</sub>--(Mono)chloropentafluoroethane (CFC-115)

All isomers of the above chemicals

B. Group II:

CF<sub>2</sub>BrCl--Bromochlorodifluoromethan (halon 1211)  
CF<sub>2</sub>Br--Bromotrifluoromethane (halon 1301)  
C<sub>2</sub>F<sub>4</sub>Br<sub>2</sub>--Dibromotetrafluoroethan (halon 2402)

All isomers of the above chemicals

C. Group III:

CF<sub>3</sub>Cl--Chlorotrifluoromethane (CFC-13)  
C<sub>2</sub>FCl<sub>5</sub>--(CFC-111)  
C<sub>2</sub>F<sub>2</sub>Cl<sub>4</sub>--(CFC-112)  
C<sub>3</sub>FCl<sub>7</sub>--(CFC-211)  
C<sub>3</sub>F<sub>2</sub>Cl<sub>6</sub>--(CFC-212)  
C<sub>3</sub>F<sub>3</sub>Cl<sub>5</sub>--(CFC-213)  
C<sub>3</sub>F<sub>4</sub>Cl<sub>4</sub>--(CFC-214)  
C<sub>3</sub>F<sub>5</sub>Cl<sub>3</sub>--(CFC-215)  
C<sub>3</sub>F<sub>6</sub>Cl<sub>2</sub>--(CFC-216)  
C<sub>3</sub>F<sub>7</sub>Cl--(CFC-217)

All isomers of the above chemicals

D. Group IV:



CCl<sub>4</sub>--Carbon Tetrachloride

E. Group V:

C<sub>2</sub>H<sub>3</sub>Cl<sub>3</sub>--1,1,1-Trichloroethan (Methyl chloroform)

- 21.3. The Contractor shall comply with any environmental laws, regulations, conditions or instructions during the performance of any work under this contract and are incorporated as part of this contract. The Contractor shall use all reasonable means available to protect the environment and natural resources and where damage occurs the contractor shall be liable to restore the damaged premises.
- 21.4. The Contractor shall not remove or disturb any historical, archeological, architectural or other cultural artifact, relic, remains or objects. All items having any apparent historical or archaeological interest which are discovered shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and immediately report the find to the [County's] [City's] [State's] authorized agent so that the proper authorities may be notified. [Buildings included under this contract have already been approved by the [State] State Historic Preservation Officer (SHPO) for demolition.]
- 21.5. The Contractor shall exercise due diligence in the protection of all property (except those buildings identified for demolition) and any damaged or destroyed shall be promptly restored or replaced in a condition or amount satisfactory to the [County's] [City's] [State's] authorized agent.
- 21.6. The Contractor shall not pollute any public waters with any HTW materials including but not limited to fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides, or other harmful materials. The Contractor shall comply with all applicable Federal, State, County, and Municipal laws concerning pollution of rivers and streams.
- 21.7. The Contractor shall prevent HTW materials including but not limited to chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and concrete waste from entering the rivers and creeks.
- 21.8. Disposal of any HTW materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., shall be disposed of in accordance with all Federal, State and local laws. Waste material which is dumped by the Contractor in unauthorized areas shall be removed and the area restored to the original condition before being disturbed, at the expense of the Contractor.

**22.0 Other Contracts**

The [County] [City] [State] reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

**23.0 Attachments.**

- Attachment A - Structures to be Demolished
- Attachment B - List of Items to be Salvaged
- Attachment C - Format for the Contractor Safety Plan & Safety Standards
- Attachment D - Demolition Checklist
- Attachment E – [State Environmental Agency] Letter
- Attachment F - Sample Load Ticket
- Attachment G - Sample Truck Placard
- Attachment H - Disposal Facilities
- Attachment I - Daily Operational Report
- Attachment J - Structures Requiring Asbestos Abatement & Asbestos Abatement Specifications

**24.0 Acceptance of Contract**

The Contractor shall provide all the documentation required as per SECTION BONDING AND INSURANCE of this contract within the specified time limit, and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

The Contractor shall provide [Name of County Commissioners] [Name of City Board of Supervisors] [State Authority] the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its Employees to [Name of County] [Name of City] [State Name].

The Contractor shall provide proof of Workman’s Compensation as required by the State of [State].

As agreed upon by the [Name of County Commissioners] [Name of City Board of Supervisors] [State Authority] and \_\_\_\_\_ (Contractor name) local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor in the [attached BIDDING SCHEDULE](#).

IN WITNESS WHEREOF, the parties have agreed to the above requirements and have entered into the above contract this \_\_\_\_\_ (date).

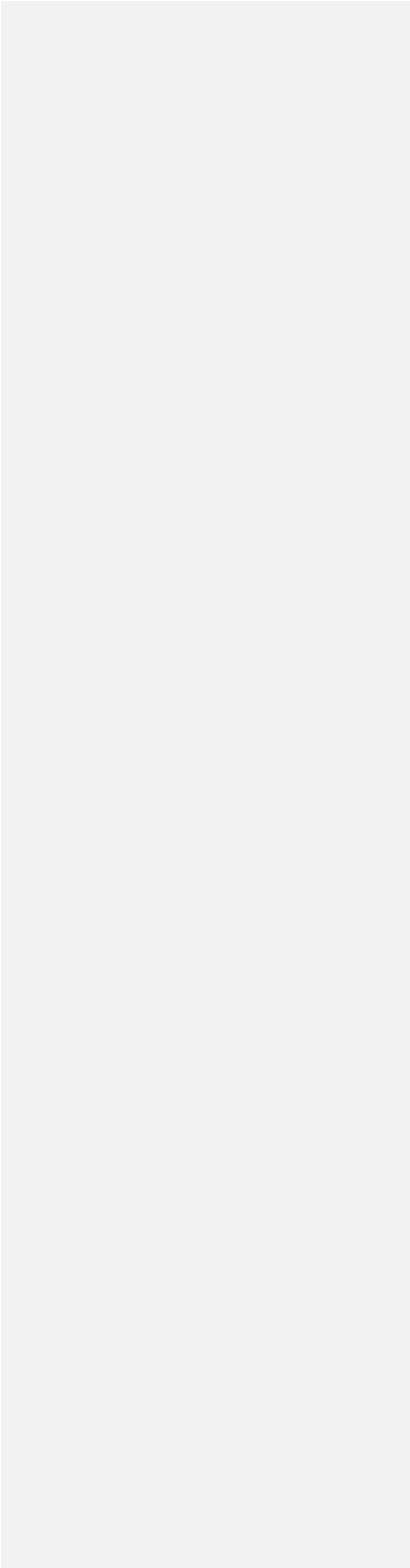
[COUNTY] [CITY] [STATE] of [NAME], [STATE] \_\_\_\_\_ (Contractor)

By: \_\_\_\_\_  
[Name], [Title]

By: \_\_\_\_\_  
[Name], [Title]

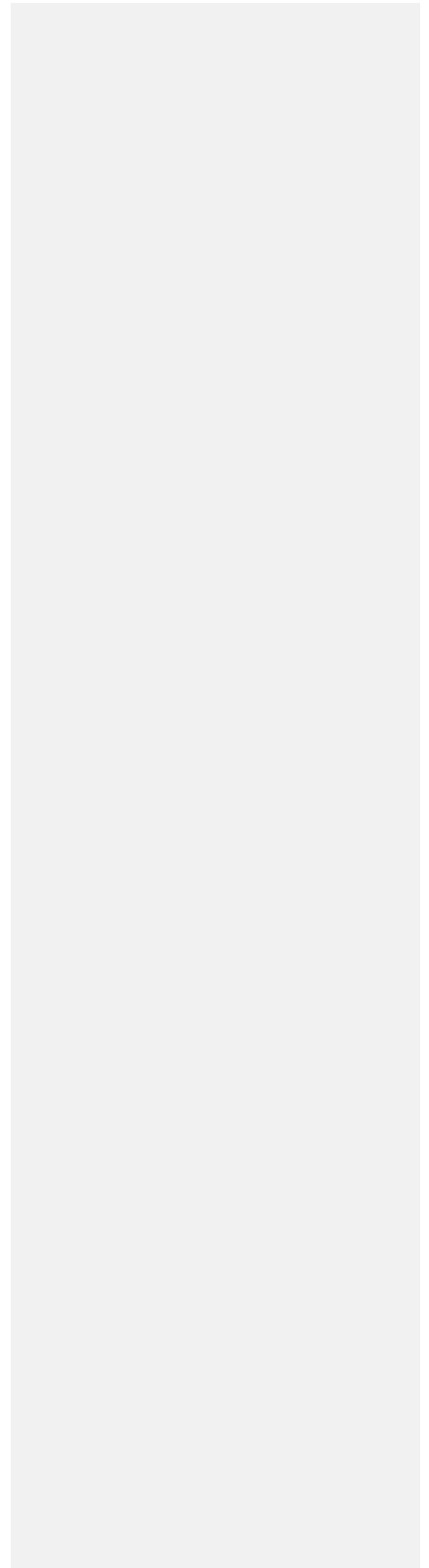
By: \_\_\_\_\_  
[Name], [Title]

By: \_\_\_\_\_  
[Name], [Title]

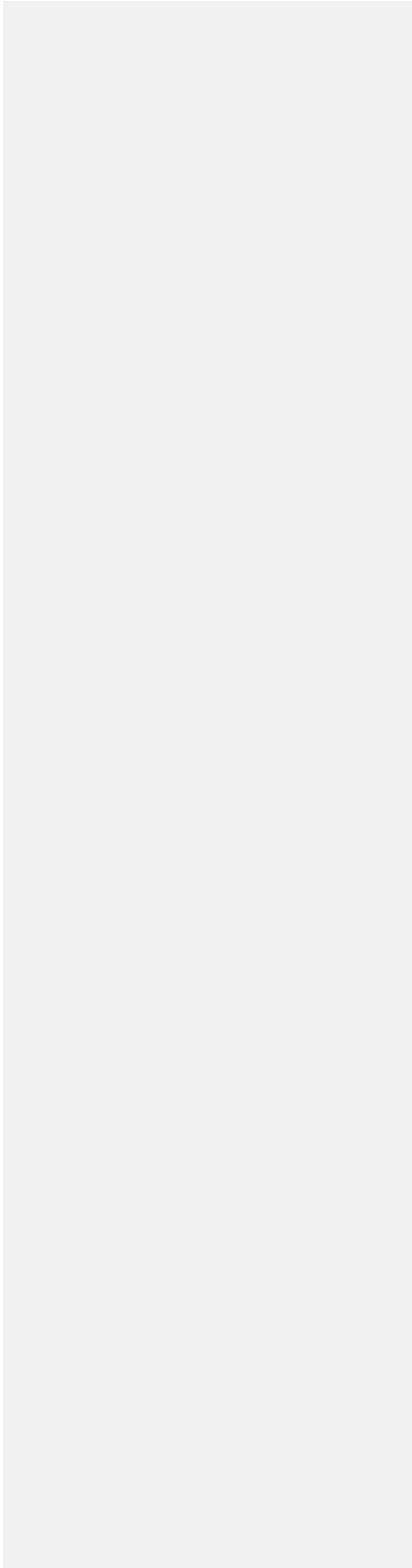




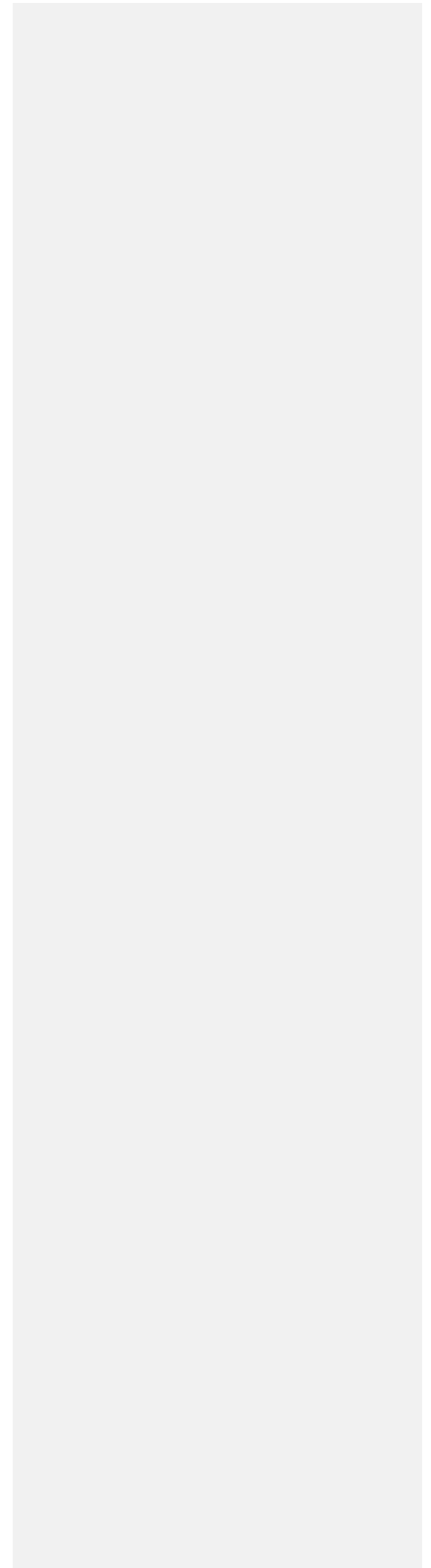
**ATTACHMENT B**  
**List of Items to be Salvaged**



**ATTACHMENT C**  
**Format for the Contractor Safety Plan & Safety Standards**



ATTACHMENT D  
Demolition checklist



Attach Building Photo  
Here

## DEMOLITION CHECKLIST

Contract No.: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Date of Demolition: \_\_\_\_\_

Home ID No.: \_\_\_\_\_

Home Address: \_\_\_\_\_

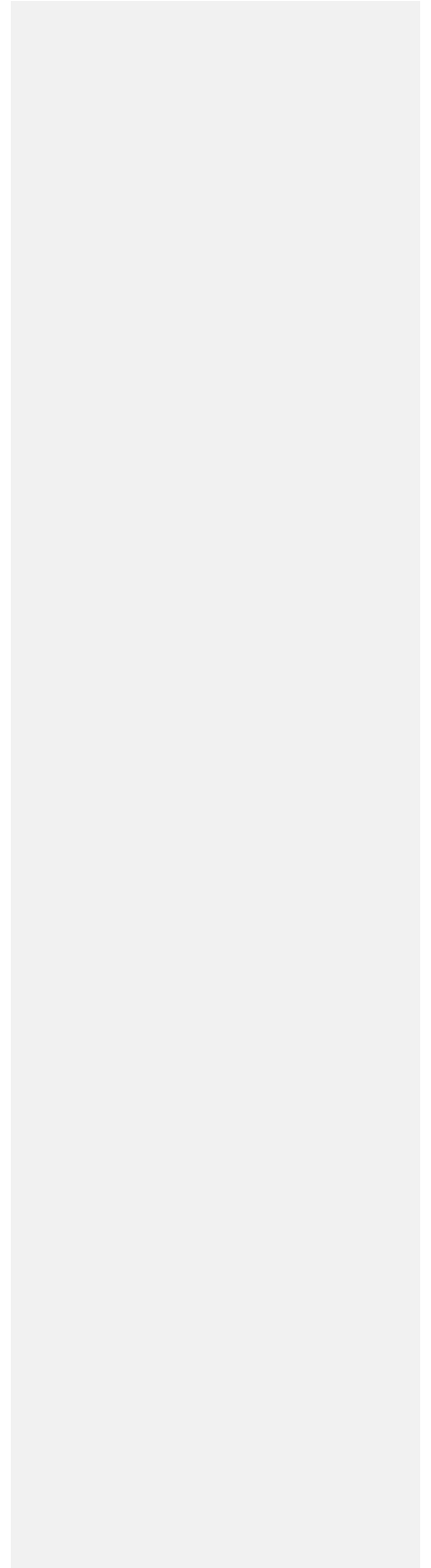
Action Taken	Yes	No	Remarks
1. Notify Property owner of demolition 24 hours prior to starting.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Verify that building is unoccupied.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Insure property is properly marked for demolition.	<input type="checkbox"/>	<input type="checkbox"/>	
4. Insure that asbestos clearance has been given for the property.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Photograph the property immediately prior to and after demolition.	<input type="checkbox"/>	<input type="checkbox"/>	
6. Verify that water and sewer lines have been located, marked, turned off and capped.	<input type="checkbox"/>	<input type="checkbox"/>	
7. Verify that electrical services have been shut off and marked (if underground). Verify that electrical meter has been disconnected.	<input type="checkbox"/>	<input type="checkbox"/>	
8. Verify that natural gas service has been located, marked, turned off, and capped. Verify that meter has been disconnected.	<input type="checkbox"/>	<input type="checkbox"/>	
9. Designate approved access and egress routes for trucks.	<input type="checkbox"/>	<input type="checkbox"/>	
10. Conduct an Activity Hazard Analysis at each site. Take into account overhead power lines, underground utilities, and other structures which are not scheduled for demolition.	<input type="checkbox"/>	<input type="checkbox"/>	

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
[City] [County] [State] Authorized Representative



ATTACHMENT E  
[State Environmental Agency] Letter



ATTACHMENT F  
Sample Load Ticket

LOAD TICKET		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Capacity (CY):	
Load Size (CY):	Tons:	
Truck Driver:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
LOCATION		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Eligibility (Y/N):	Original: [City] [County] [State] Yellow: Contractor Pink: Driver Gold: FEMA	

ATTACHMENT G  
Sample Truck Placard

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Company Name

---

Truck Number

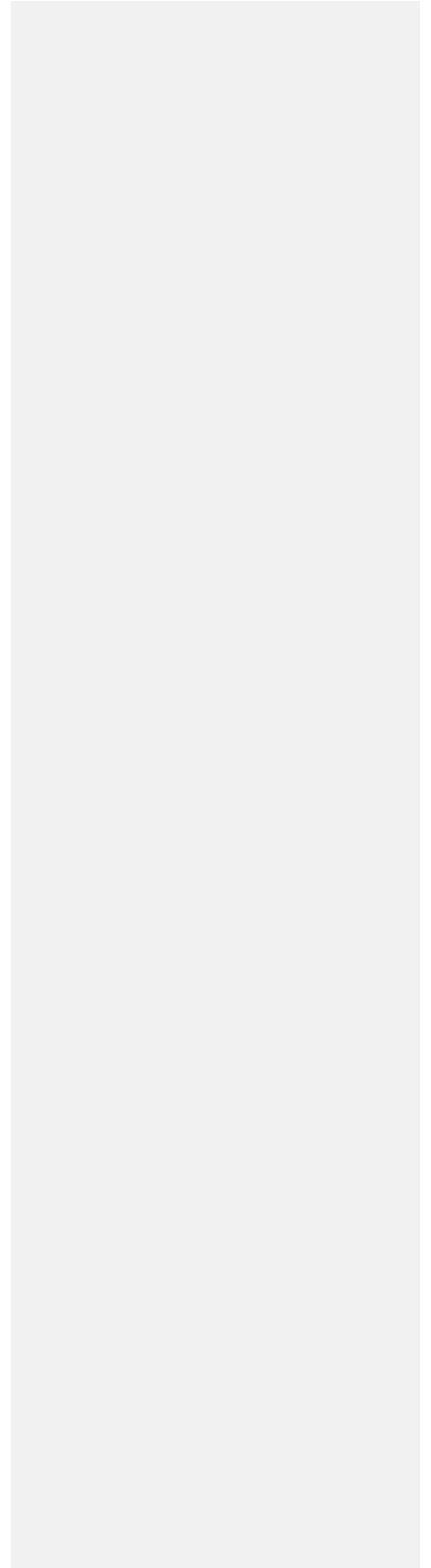
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Cubic Yards

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Inspected by and Date

ATTACHMENT H  
Disposal Facilities



**ATTACHMENT I**  
**Example Daily Operational Report**

CONTRACT NO. \_\_\_\_\_

DAILY OPERATIONAL REPORT						
CONTRACTOR: CONTRACT NO:				DATE OF REPORT:		
Truck No.	Location of Work	Local Collection Site Trips	Landfill Trips	Cubic Yard Totals	Tonnage Totals	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
		DAILY TOTALS				

**EXAMPLE DAILY OPERATIONAL REPORT**

**CONTRACT NO.** \_\_\_\_\_

Date	Ticket #	Time	Truck #	Capacity	% Load	Actual Capacity	Eligible (Y/N)	Comments

