

1.0 SCOPE OF SERVICES

- A. Contractor shall be responsible for all applicable permits, labor, materials, equipment, tools, mobilization, supervision, and incidentals necessary to complete the demolition of a structure (including the proper removal and disposal of the debris and grading). The scope of services shall include, but not be limited to:
1. Properly demolish, remove, and dispose of requested structure and its contents. Depending on the project, demolition may require the removal of foundations, footings, concrete floors, driveways, walkways, buried fuel tanks, batteries, tires, and etcetera.
 2. Perform a pre-construction inspection of the work area(s) prior to the commencement of work. The Contractor shall maintain a record (photographs, video or other documentation) of existing work area conditions. A third party consultant and/or the County's Project Manager will conduct project inspections.
 3. Contractor shall be responsible for coordinating the disconnection of utilities servicing the designated structure(s) for demolition.
 4. All work shall conform to the standards established by applicable federal, state, and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations including, but not limited to the following:
 - a. ANSI Z9.2-1979, Local Exhaust Ventilation Requirements,
 - b. ASTM E 1368-90, Standard Practice for Visual Inspection of Asbestos Abatement Projects,
 - c. ANSI Z288.2-8 Practices for Respiratory Protection,
 - d. Code of Federal Regulations (CFR):
 1. 29 CFR 1910, Occupational Safety and Health Standards;
 2. 29 CFR 1926, Safety and Health Regulations for Construction;
 3. 40 CFR 61, National Emission Standards for Hazardous Air Pollutants;
 4. 40 CFR 763, Asbestos;
 5. 29 CFR 1910.1025 Lead Standard for General Industry;
 6. 40 CFR Part 745, Lead, Requirements for Lead-Based Paint Activities in Target Housing and Child Occupied Facilities;
 7. 29 CFR 1926.62 Lead;
 8. 40 CFR Part 261 United States Environmental Protection Agency Regulations Department of Housing and Urban Development;
 9. 24 CFR Parts 35, 36, 37 HUD Lead-Based Paint Regulations;
 10. 49 CFR 171, General Information, Regulations, and Definitions; and
 11. 49 CFR 172, Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements.
 - e. Environmental Protection Agency guidance document EPA 560/5-85-024, Guidance for Controlling Asbestos Containing Materials in Buildings
 - f. Florida Statutes 469, Asbestos Abatement
 - g. Florida Administrative Code (FAC):

1. FAC Chapter 62-257, Asbestos Fee, and
 2. FAC Chapter 61E1-1, Asbestos Consultants/Contractors.
 - h. National Institute For Occupational Safety And Health (NIOSH) 94-113, NIOSH Manual of Analytical Methods, and in particular Method 7400
- B. Provide supervision for the securing, transportation, and disposal of any asbestos or lead paint debris or material in accordance with all Federal, State, and local rules and regulations.
- C. Maintain and provide to the County, copies of all necessary Federal, State, and local licenses, certifications, and permits necessary to legally perform the requested services.
- D. Depending on the project, Contractor may be required to fill and grade the property.
- E. No building or portion of a building shall be removed intact for any use or purpose.
- F. All materials resulting from the demolition work, except such materials as may be the property of utility companies providing service to the building, shall be disposed of properly at either of the Volusia County's waste facilities, Tomoka Landfill (1990 Tomoka Farms Road, Port Orange, FL 32128) or West Volusia Transfer Station (3151 E. New York Ave., DeLand, FL 32724).
- G. Contractor shall be responsible for the repair of damage to adjacent buildings or other property that results from demolition activities.
- H. The County will issue a Notice to Proceed (NTP) to authorize the commencement of work. Contractor shall perform its obligations under the contract documents on the date indicated on the Notice to Proceed. No work shall be performed at the site prior to such date without County's written permission.

1.1 Technical Specifications

- A. The Contractor shall be properly licensed and shall comply with all Federal, State, County, and local regulations in demolition(s) and disposal, including the proper removal and disposal of materials containing lead paint or asbestos.
1. The Contractor shall comply with licensing, notification, and permitting requirements according to the Federal Environmental Protection Agency when asbestos or lead-based paint are found in any structure.
 2. Certified Demolition Contractors are licensed to demolish structures up to three (3) stories or fifty feet (50') in height. General Contractors and Local Specialty Demolition Contractors are licensed to demolish structures of any height.
- B. Structures shall be defined as, but not be limited to: buildings (single story and/or multiple story), sheds, outbuildings, fences, swimming pools, decks, or other obstructions. Structures shall be completely demolished and cleared from the property as directed by the County Project Manager.
1. All sheds, porches, roofed areas, and other appurtenances, which are attached to the building, shall be considered a part of the building and shall be demolished and removed with the building.

2. Steps, chimneys, column footings, other footings, foundation slabs, basements, or other foundation components shall be required to be removed as such structures are part of the scope of work.
 3. Well capping and septic abandonment shall be included in demolition activities.
 4. Swimming pools shall be drained and shall have the bottom surface broken sufficiently to allow drainage of rainwater, and then filled using clean fill dirt at the unit price per cubic yard invoiced separately. The Contractor shall ensure that no rubble is buried on site other than the septic tank(s) and swimming pool as specified.
 5. Resolving any interior hoarding shall be the Contractor's responsibility.
- C. The Contractor shall be responsible for conforming to all applicable safety codes pertaining to these services, for securing all permits that may be required and the payment of all fees in connection therewith.
- D. The Contractor shall make all necessary arrangements with utility companies for the disconnection of all service, the removal and recovery of all meters, and/or equipment owned by the utility companies. The Contractor shall arrange and actually effect the disconnection and closing of water and sewer connections to buildings. The arrangements shall include, but not be limited to, any work that must be performed in addition to work that was normally performed by the utility company in conformity with all applicable codes and regulations of the Volusia County Health Department. All costs incurred in connection with the above work shall be paid for by the Contractor.
- E. Unless otherwise directed by the County Project Manager, all parts of the structures, appurtenances, and all materials recovered during demolition, shall be removed and disposed of or recycled by the Contractor. Disposal shall be at either of Volusia County's waste facilities, Tomoka Landfill or West Volusia Transfer Station. It is desirable that recycled materials be salvaged by the Contractor. Recycling of any property shall be the privilege of the Contractor. No person or persons other than the Contractor may salvage any property while demolition is in process. The Contractor shall assume any and all liability for persons and property directly on the demolition site during the hours in which active demolition is taking place.
- F. When the description of the work covered by a particular building demolition item does not contain information concerning the presence of asbestos material and asbestos material is discovered after the County Project Manager's instruction, the cost of removing and disposing of such asbestos material shall be added to the Contract price.
- G. During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, and any other debris resulting from the work. At the end completion of the work, the Contractor shall remove all waste materials and the site shall be restored to good condition.
- H. All trees on site shall be protected to the maximum extent possible.

- I. The Contractor shall provide flagmen for traffic control and safety at any time the demolition requires the blocking of any road, highway and/or right-of-ways. This shall include the loading or unloading of heavy equipment.

2.0 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall be licensed by the State of Florida Department of Business and Professional Regulation as a General, Building, Residential or Demolition Contractor or by Volusia County as a Demolition Contractor. Contractor may bid on all work they are licensed to complete. Contractor may also use licensed sub-contractors for any portion of the work. If using sub-contractors, submit proof of proper licenses with quotes.
- B. All work shall be scheduled and performed during normal business hours (8:00 a.m. to 5:00 p.m.) unless otherwise approved by the County.
- C. The Contractor shall be responsible for verifying unit quantities per project or per phase of each project. The Contractor shall be responsible for verifying the quantities and the removal of all materials identified in the project description, survey, plans, specifications, and other contract documents.
 1. When asbestos removals are indicated, the requirement is to remove all Asbestos Containing Material (ACM) from the locations and systems noted in the project description, survey, plans, specifications, and other contract documents. The requirement shall also include incidental accessories that are a part of the system.
- D. The Contractor shall be directly responsible for any and all work performed by their Subcontractor.
- E. The Contractor shall be responsible for obtaining any and all permits and licenses necessary to perform any/all work specified. The Contractor shall act as the Owner's representative for purposes of preparing and submitting all required notifications, obtaining required permits, and paying all fees associated therein with the project.
- F. When requested by the County, the Contractor shall maintain a current copy of one (1) or all of the following documents at a particular job site:
 1. Occupational Safety and Health Administration, Title 29, Code of Federal Regulations:
 - a. Section 1910.1001 - Asbestos (AHERA Regulations included);
 - b. Section 1910.134 - Respiratory Protection (including a copy of an approved written Respiratory Protection Plan);
 - c. Section 1926.58 - Safety and Health Regulations for Construction;
 - d. Section 1910.20 - Access to Employee Exposure and Medical Records;
 - e. Section 1910.1200 - Hazard Communication;
 - f. Section 1910 Subpart S - Electrical (with copy of SBBC approved Lock-out Tag-out procedures for electrical, mechanical, pneumatic and hydraulic systems); and
 - g. Section 1910 Subpart D - Walking Working Surfaces.
 2. Environmental Protection Agency Title 40 CFR Part 61 NESHAP
 - a. Subpart A - General Provisions;

- b. Subpart B - National Emission Standard for Asbestos; and
 - c. Subpart M- National Emission Standard for Asbestos, Asbestos Stripping Work Practices and Disposal of Asbestos Waste.
 - 3. Florida Statutes
 - a. Chapter 553 – Building Construction Standard;
 - b. Chapter 255 – Asbestos Management Program; and
 - c. Chapter 469 - Asbestos Contractor Licensing Requirements.
- G. The Contractor shall be responsible for compliance of all relevant local, State, and Federal regulations including but not limited to the above mentioned regulations. Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping if those different standards or requirements establishes different or conflicting levels of quality, protection or service, the most stringent requirement is intended and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect and are made part of the Contract documents.
- H. The Contractor shall provide special on-site training on equipment and procedures unique to a particular job or project location. Additionally, the Contractor shall provide a “site specific” safety plan with instructions to the nearest hospital and emergency phone numbers, etc.
- I. The Contractor shall provide medical monitoring to all of his employees or agents that may be exposed to hazardous materials or substances in excess of background levels during any phase of a project. The Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site.
 - 1. The Contractor shall be responsible for providing medical examinations and maintaining medical records of ACM and lead abatement personnel as required by the applicable federal, state, and local regulations.
- J. The Contractor shall hold the County of Volusia harmless for failure to comply with any applicable safety and health regulation on the part of himself, his employees, and/or subcontractors.
- K. For each project the Contractor shall be responsible for determining the adequacy of available utilities on-site. Where utilities are not available or are inadequate at the job site, the Contractor shall provide at their own expense, all necessary temporary utilities required for the work specified.
- L. If the structure qualifies, the Contractor shall submit written notification of demolition of regulated asbestos (DEP FORM 62-257.900(1)) at least ten (10) working days prior to the start of demolition activities, in accordance with FAC Chapter 62-257 via certified mail to:

Florida Department of Environmental Protection
Air Program
3319 Maguire Blvd., Suite 232
Orlando, FL 32803-3767

- M. During a project that is being performed by the Contractor, the Contractor shall be responsible for security, fire safety, damage to equipment, and other County property losses incurred by the Contractor and his labor force.
- N. The Contractor shall be responsible for using engineering controls and work practice methods in accordance with 29 CFR 1926.
- O. All work shall be supervised by an on-site competent person at all times that work is in progress.
- P. The Contractor shall clean the work area at the end of each day's demolition activities. All visible debris shall be properly containerized prior to leaving the work area. The work area shall be secured after termination of the workday to prevent entry. The Contractor shall not be permitted to use County trash receptacles.
 - 1. The Contractor shall transport and dispose of asbestos waste in full compliance with 40 CFR 61, SUBPART A, 49 CFR 171 and 49 CFR 172. Disposal shall be at either of Volusia County's waste facilities, Tomoka Landfill or West Volusia Transfer Station.

3.0 COUNTY'S RESPONSIBILITIES

- A. Where applicable, the County may provide a scope of work, a copy of job specifications, drawings, demolition plans, etc. to the Contractor.
- B. Where applicable, the Property Appraisers website shall be utilized to determine square footage. If the Contractor determines there is a discrepancy, an onsite meeting with the Contractor and the County Project Manager shall take place.
- C. Where applicable, the County will provide an environmental survey resulting from any lead or asbestos testing.
- D. The County reserves the right to monitor/inspect, request work modifications, cease work or to have personnel removed from County property throughout the duration of the Contract.

4.0 COMPENSATION

Awarded Contractors shall provide the County with a written proposal for each project as requested. Each proposal shall provide a detailed direct link to the rate quoted for demolition for the type of structure, as stated on the proposal page. The proposal shall show a cost break down by item if different methods are being used on one (1) project. The project will be awarded to the lowest cost Contractor. The County reserves the right to reject any proposals.

Section 3 and M/WBE reporting, compliance with Davis Bacon Wage rates, and submission of certified payroll shall be submitted for Grant Funded projects (see Exhibit C – Grant Funded Project Documentation).