

BID SPECIFICATIONS AND GENERAL REQUIREMENTS
FOR HURRICANE DEBRIS REMOVAL

1. The scope of work shall consist of the clean-up and removal of debris as defined herein within the boundaries of the County of Tyler, which was caused by a natural disaster during the period of _____, 20_____. This debris removal will be limited to the public rights-of-way and other public properties within the County. The award of a bid will be based on any appropriate factor, including but not limited to, bidder's qualifications, experience directly relating to debris clean-up and removal, equipment inventory, as well as unit price. In addition, the County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. Bidder must provide the County with a confidential listing of any pending or prior judgments against bidder relating to similar work performed by bidder. Contractor shall explicitly identify to the County any prohibitions, limitations, or parameters that will affect Contractor's ability to perform the work described herein at the time of bid submittal. In addition to its other rights, the County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time period set forth in the bid proposal. A conditional or qualified bid will not be accepted. The County has the right to reject any and all bids.

2. The primary purpose of this scope of work is to maintain the public health, safety, and well-being of the community during the response to an emergency situation, as well as to restore the public areas of the county to a normal condition in the shortest time period possible. Each bidder must understand and agree that debris removal in the most expeditious manner possible is of the utmost importance and the successful bidder will make every effort to complete all requirements of the awarded contract in the shortest time possible.

3. The successful bidder shall be fully responsible for debris pick-up, transportation of debris, and final debris disposal. For the purposes of this bid, debris that is within the scope of work is classified as Burnable and Non-Burnable. Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken, and severed tree limbs; untreated structural timber; untreated wood products; and brush.

4. Tree stumps located on public rights-of-way or other public property shall be removed. Tree stumps with base cut diameter measurements less than or equal to 24 inches (measured 24 inches up from where the tree originally exited the ground) shall be considered to be burnable debris and removed and paid for by the same methods used for other burnable debris. Tree stumps larger than 24 inches in diameter shall be removed as burnable and paid for in accordance with approved Federal Emergency Management Agency (FEMA) rates, or as may be approved by any FEMA representative.
5. Debris that is classified as Non-Burnable is also included in the scope of work. Non-Burnable Debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non-wood building materials; metal products (i.e., Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil; roofing materials; and carpeting.
6. Debris that is classified Hazardous or Toxic is not included in the scope of work. Hazardous or toxic materials or waste includes, but is not limited to, petroleum products, paint products, asbestos, electrical transformers, and known or suspected hazardous materials.
7. Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to storm damage.
8. Measurement for burnable and non-burnable debris removed will be by the cubic yard as predetermined through truck or trailer bed measurement. Actual measurement shall be documented by trip tickets.
9. Bids shall be based on a price per cubic yard of eligible debris. All bid prices shall be shown in words and figures. In the case of discrepancy the amount in words shall govern.
10. Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and disposal site, and perform all other work required for the removal of all Hurricane and Disaster debris, as defined herein, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
11. All equipment and vehicles utilized shall meet all requirements of Federal, State and local regulations including, without limitation, all DOT, TxDOT and safety regulations, and are subject to the approval of the County.

12. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property and public infrastructure.

13. Any personnel and equipment designated by Contractor to be utilized in the performance of the Contract shall not be utilized elsewhere or released in any way, fashion or form for the duration of the Contract unless approved in writing by the County.

14. All vehicles and equipment shall have a fully functional and certified fire extinguisher of Class A type.

15. Contractor, within seventy-two (72) hours of award of bid, shall provide proof of worker's compensation insurance for all employees, including those of any subcontractor, utilized in the performance of the Contract.

16. Contractor, within seventy-two (72) hours of award of bid, shall submit proof of general liability insurance which shall remain in full force and effect throughout the term of the Contract in an amount of not less than \$3,000,000.00. Such insurance shall cover all operations under the Contract, whether such operations be by Contractor, or by any sub-contractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

17. Contractor shall be responsible for all damages and all liability to both public and private property in the performance of his duties under the Contract, and shall report such damages to the Emergency Management Coordinator.

18. At all times and under all conditions Contractor shall continue to be an independent Contractor and shall not represent himself in any way as an agent of the County.

19. Further, Contractor must work with the County to establish the disposal site and assume all responsibility for its operation. Disposal site shall have only one (1) entrance/exit.

20. All insurance or bonds required under the terms of the Contract shall be issued by a company licensed to do business in the State of Texas.

21. Contractor shall provide with the bid a bid bond, or cashier's check, or Certificate of Deposit issued by a FDIC Insured financial institution payable to and acceptable to the County in the amount of not less than \$100,000.00.

22. Contractor represents that he is familiar with all Federal, State, and local ordinances, laws, rules and regulations and that he will fully comply therewith during pick-up, transportation and disposal.

23. Contractor must operate seven days a week during all daylight hours or as otherwise directed by the Emergency Management Coordinator and/or Commissioner's Court. Removal shall be restricted to between the hours from dawn to dusk.

24. Contractor will make every effort to utilize and employ local sub-contractors, equipment rental, supplies and other locally available resources.

25. Contractor will comply with all Federal, State, and local laws, rules, ordinance and regulations regarding non-discriminatory hiring with regard to race, creed, color, national origin or handicap.

26. Contractor understands that the County will be unable to pay the cost of the Contract absent FEMA and TDEM approval. Contractor therefore represents that he will perform all work under the provisions of the contract in such a manner, time, and place so as to insure such reimbursement to County.

27. There will be no dump sites, debris staging areas, or debris transfers within the City limits, nor will debris be permanently or temporarily stored or placed within the City.

28. No vehicles or equipment shall be located on public property or public rights-of-way within the County unless actively engaged in debris removal.

29. Contractor shall be responsible for the conduct and action of all his employees and his sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous behavior to the public.

30. Contractor shall be responsible for establishing and scheduling collection routes in consultation Emergency Management Coordinator and/or Commissioner's Court and for coordinating deliveries with the designated disposal facilities.

31. Contractor shall make a minimum of 3 (three) passes along all public rights-of-way and public property in the County, or as directed by the County.

32. Contractor shall not make any attempts to charge any resident, business or institution for work performed under this Scope of Work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business or institution for work performed under this Scope of Work.

33. Bidder shall furnish with the bid complete and updated list identifying truck numbers and trailer numbers to County that will be used throughout the Contract. The listing shall include the following information:

- A. Each truck and trailer license number
- B. Year, make and color of the truck
- C. Cubic yardage of the truck and/or trailer.

34. Each vehicle and trailer transporting debris shall bear two (2) emblems (one of each side) that shows the following:

- A. The assigned Truck/Trailer number
- B. Cubic Yardage Capacity (for applicable trucks and trailers)

35. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. 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 to be constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. All extensions are subject to acceptance or rejection by the County. All equipment will be inspected by the Contractor prior to use by using any applicable County forms. The forms, if any, will be provided to the County after completion.

36. Prior to commencing debris removal operations, the Contractor shall present to the County's representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking.

37. Contractor shall operate in accordance with all Texas Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris over roadways. Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. Contractor shall provide all flag persons, signs, equipment and other devices necessary to meet federal, state and local requirements. The traffic control

personnel and equipment shall be additional to the personnel and equipment required to perform the essential work described in this Scope of Services. At a minimum, one flag person shall be posted at each end of each active loading site and one flag person shall be posted at each loading operation.

38. When a load is delivered, Contractor's driver shall provide the disposal facility operator the street name or location that each load of debris originated.

39. Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Local, State or Federal regulations.

40. Contractor should prepare for potentially adverse working conditions including, but not limited to, limited fuel supplies, limited housing availability, limited food and water supplies, and wet and muddy conditions.

41. Contractor shall be prepared to initiate contracted services no later than seventy-two (72) hours after bid award.

42. The Contract shall be initiated upon and terminated upon notice given by the County.

43. County shall provide monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections and metering of operations, and inspections of operating records during Contractor's operating hours.

44. Contractor shall designate to the County key personnel having responsibilities for coordinating work activities with the County, and shall inform the County of any changes in such personnel

45. Any environmental samples, analyses or remediation actions required as a result of Contractor's equipment, operations or, activities shall be the full responsibility of the Contractor.

46. Contractor shall be reimbursed based solely on the trip tickets issued and verified by the County at the Designated Disposal Facility.

47. Bid specifications and the contract are subject to FEMA and TDEM approval, and are subject to modifications as FEMA and/or TDEM may require.

48. The County does not guarantee the successful bidder to any amount of work or compensation.

49. All specifications and requirements of FEMA and TDEM govern and control this bid except when specifically addressed by the provisions of these specifications, or the Final Contract issued hereunder.

50. County reserves the right to amend these specifications. A 14 day written notice will be given detailing the amendment and must be agreed to by both parties. If both parties cannot agree, the county reserves the right to terminate the contract.

51. County may award other contracts.