



# **Macon-Bibb County, Georgia**

## **INVITATION FOR BIDS**

FOR

### **Debris Removal for Hurricane IRMA**

990-60

990-30

BID NUMBER: 18-012-NT

ISSUED: 9/20/2017

BIDS DUE NO LATER THAN 12:00 NOON ON Monday, September 25, 2017

Macon-Bibb County Procurement Department  
Government Center  
700 Poplar Street, Suite 308  
Macon, Georgia 31201

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## FORMS PROVIDED:

BID FORM  
BIDDER QUALIFICATION FORM  
FINANCIAL & LEGAL STABILITY STATEMENT  
LIST OF SUB-CONTRACTORS  
BIDDER MINORITY PARTICIPATION GOAL  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT

## ATTACHMENTS:

A – REQUIRED SUBMITTAL DOCUMENTS & BID PRICE FORM

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# Debris Removal for Hurricane Irma

## GENERAL

- A. Invitation
1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids in the Procurement Department, Suite 308, Macon-Bibb Government Center, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on **Monday September 25, 2017** for **Debris Removal for Hurricane Irma** for the Macon-Bibb County, Georgia.
  2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
  3. Bids will be publicly opened in the Macon-Bibb County Procurement Department Conference Room on **Monday September 25, 2017** at **2:00 pm**.
  4. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Dr. James Louis Bumpus, Director of Small Business Affairs at (478) 803-0366 or [jbumpus@maconbibb.us](mailto:jbumpus@maconbibb.us) .
- B. Bid Documents
1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, Government Center, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:  
Georgia Procurement Registry website  
[http://ssl.doas.state.ga.us/PRSapp/PR\\_custom\\_index.jsp?agency=61100](http://ssl.doas.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100)  
Macon-Bibb County Procurement Page [www.maconbibb.us/purchasing](http://www.maconbibb.us/purchasing)
- C. Sealed Bids
1. Envelopes shall be identified on the outside as  
**“Bid 18-012-NT Debris Removal for Hurricane Irma”**  
and delivered by hand or mailed to:  
Macon-Bibb County Procurement Department  
700 Poplar Street, Suite 308  
Macon, Georgia 31201  
Attn: Nan Tharpe
- E. Validity
2. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.
- F. Contract Award
3. The contract, if awarded, will be based on Total Bid Price.
  4. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.
  5. Upon award of the Contract, a pre-construction meeting will be held to discuss the

project and to establish a schedule of work.

H. Payment Conditions

6. The Project Manager for Debris Removal will collect material tickets, measure and inspect work completed to date on said job and report to the Project Manager for payment.
7. A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.
8. Change orders are issued for any variance from contract or plan sheets.
9. Any unauthorized work or material change will not be paid for unless a change order has been issued.

I. Excise Taxes

10. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in care of the contractor. If the shipping papers show clearly that any such materials is so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.
11. The Contractor shall pay all transportation charges.
12. Each bidder shall take this exemption into account in calculating his bid.

J. Insurance Requirements

All deductibles shall be paid for by the Contractor.

Required Insurance Coverages. The Contractor also agrees to purchase and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. 50-21-37.

The minimum required coverages and liability limits are as follows:

Workers' Compensation Insurance. The Contractor agrees to provide, at a minimum, Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' compensation stating the contractor qualifies to pay its own workers' compensation claims.

The Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

*This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.*

Employers' Liability Insurance. The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:

- (i) Bodily Injury by Accident \$1,000,000 each accident

- (ii) Bodily Injury by Disease \$1,000,000 each employee; and
- (iii) Bodily Injury/Disease aggregate \$1,000,000 each accident

The Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language;

*This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor's Employers Liability Insurance Coverage.*

**Commercial General Liability Insurance.** The Contractor shall provide Commercial General Liability Insurance (2001 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

<b>Coverage</b>	<b>Limits</b>
1. Premises and Operations	\$1,000,000 per Occurrence
2. Products and Completed Operations	\$1,000,000 per Occurrence
3. Personal Injury	\$1,000,000 per Occurrence
4. Contractual	\$1,000,000 per Occurrence
5. General Aggregate	\$2,000,000 per Project

Additional Requirements for Commercial General Liability Insurance are as follows:

**Commercial business Automobile Liability Insurance.** The Contractor shall provide commercial business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The commercial business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 combined Single Limits for each accident.

Additional Requirements for Commercial Business Automobile Liability Insurance are as follows:

**Commercial Umbrella Liability Insurance.** The Contractor shall provide a commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits required as follows:

<b>For contract Amounts Less Than \$5,000,000:</b>	<b>For contract Amounts Equal to or Greater than \$5,000,000:</b>
\$2,000,000 per Occurrence	\$2,000,000 per Occurrence
\$4,000,000 Aggregate	\$10,000,000 Aggregate

Additional Requirements for Commercial Umbrella Liability Insurance are as follows:

**Additional Requirements for Commercial Policies**

(a) The policy shall name as additional Insureds the officers, members, and employees of the Owner and the Using Agency.

(b) The policy must be on an "occurrence" basis.

**Builders Risk Insurance.** Contractor shall provide a Builder's Risk Policy to be made payable to the Owner and contractor, as their interests may appear. The policy amount should be equal to 100% of the Contract Sum, written on a Builder's Risk "All Risk", or its equivalent. The policy shall be endorsed as follows:

*The following may occur without diminishing, changing, altering or otherwise affecting that coverage and protection afforded the insured under this policy:*

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and*
- (ii) Partial or complete occupancy by Owner; and*
- (iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other Contractors of the Owner or Using Agency.*

*In the event that the contract is for renovation, addition or modification of an existing structure and Builders Risk Insurance is not available, the Owner will accept an Installation Floater Insurance Policy with the above endorsement in lieu of the Builders' Risk Insurance Policy. Such floater must insure loss to materials and equipment prior to acceptance by Owner and must be on an ALL RISK BASIS with the policy written on a specific job site.*

Disposition of Insurance Documents. One original certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the Design Professional/Architect has executed the Certificate of Material Completion.

Failure of Insurers. The Contractor is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

Additional Insured: Contractor shall add Owner and Architect as an additional insured under the commercial general and automobile policies.

## II. INSTRUCTIONS TO BIDDERS

### A. Definitions

- 1. Wherever the term "Owner", "County", or "Macon-Bibb County" occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
- 2. Wherever the term "Project Manager" occurs in these specifications, it shall mean the Project Manager of the Owner, or his representative.
- 3. Wherever the term "work" occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.

### B. Bidder's Representation

- 1. Each bidder, by making his bid, represents that he has:
  - a) Read and understands the bidding documents; and,
  - b) Visited the site and become familiar with the local conditions under which the work is to be performed.
    - (1) Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
    - (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
    - (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to

existing conditions that cannot be readily ascertained.

C. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than seven (7) days prior to receipt of bids, email preferred, to [ntharpe@maconbibb.us](mailto:ntharpe@maconbibb.us).
3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.
  - a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
  - b) Addenda will become part of the Contract Documents when the Construction Contract is executed.

D. Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.
  - a) Bid Form
  - b) Bidder's Qualification Form
  - c) Financial & Legal Stability Statement
  - d) List of Sub-Contractors
  - e) Minority Participation Goal
  - f) E-Verify Affidavit
  - g) Debarment Form

E. Reservations

1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

### III. SPECIAL CONDITIONS

#### A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:
  - a) International Building Code
  - b) State and Local Building Code
  - c) Georgia Department of Transportation (D.O.T.)
  - d) Occupational Safety and Health Administration (OSHA)
  - e) Other Federal, State, or Local Codes

#### B. Permits and Licenses

1. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

#### C. Layout of Work

1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

#### D. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.
3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the contractor under this contract.

#### E. Underground Utilities (If Applicable)

1. The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damages to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.



F. Traffic Control (If Applicable)

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.
2. The Contractor shall furnish, install, maintain and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
3. All costs associated with traffic control shall be the responsibility of the Contractor.
4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

G. Erosion Control

1. The Contractor shall control all erosion by incorporating temporary grassing, mulch, baled straw, or silt fencing wherever required.

H. Vandalism

1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

I. Material Disposal

1. The Contractor shall allow no trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises.
  - a) Such items shall be disposed of off the premises.
  - b) Burning of material on the site will not be permitted.
  - c) All costs of removing trash shall be the responsibility of the Contractor.
  - d) Place and method of disposal shall be the responsibility of the Contractor.

J. Extension of Time

1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

K. Inspection

1. The Project Manager may appoint inspectors to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Project Manager.
2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Project Manager shall serve as the referee to decide all matters of construction of the specifications and of the

terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.

3. The Project Manager shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

### **SCOPE OF SERVICES**

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Service Provider) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable State and Federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager.

Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 1 through 17. Work will include:

- 1) Examining debris to determine whether or not debris is eligible;
- 2) Loading the debris;
- 3) Hauling debris to County approved DMS(s) or County approved Final Disposal Site(s);
- 4) Reducing disaster related debris;
- 5) Hauling reduced debris to a County approved Final Disposal Site; and
- 6) Disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or Federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Service Provider by the County Debris Manager. It shall be the Service Provider's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Service Provider was issued notice to proceed, unless otherwise directed by the County Debris Manager, in writing.

County personnel will complete the initial debris clearance for access from public streets and highways, including the moving of debris to unblock a street or highway. The County intends to perform debris clearance for access within its own forces or under existing contracts between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the Service Provider may be directed to perform them.

After activation of the contract and after a preliminary damage assessment, the County and the Service Provider, together, will establish a schedule of events depending on the severity of the disaster surrounding the County. This schedule of events shall include the dates for the:

- Last pass of the removal of public and/or private vegetative debris
- Last pass of the removal of construction and demolition debris

These Last pass dates shall be very important to both the County and the Service Provider because of the liquidated damages that may be implemented, if the Service Provider does not meet these dates.

Scope of services under this contract includes, but is not limited to:

1. Emergency Road Clearance

At the request of the County, this contract work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster. All roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of Release Orders from the County to conduct emergency roadway clearance work. The County may choose to extend the Service Provider's 70-hour limit through a written request. This may include roadways within the County under the legal responsibility of the County. Clearance of these roadways will be performed as identified by the County Debris Manager. The Service Provider shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 2—Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

For the purposes of this contract, vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

Removal of vegetative debris existing in the County will be performed as identified by the County Debris Manager.

Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

All debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.

The Service Provider must provide traffic control as conditions require or as directed by the County Debris Manager.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Construction and Demolition (C&D) debris existing on the County ROW to a County approved DMS or County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

For the purposes of this contract, C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

Removal of C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.

Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

All debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

Entry onto private property for the removal of C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.

The Service Provider must provide traffic control as conditions require or directed by the County Debris Manager.

#### 4. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited to, the U.S. Environmental Protection Agency (EPA) and GAEPD. The Service Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

The Service Provider is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and GAEPD guidelines.

Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).

The Service Provider is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).

The Service Provider is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

The Service Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Service Provider is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item

13. Depending on the volume of HHW per DMS location, the County may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

The Service Provider is responsible for providing 24-hour DMS(s) security.

The Service Provider will only permit Service Provider vehicles and others specifically authorized by the County or its authorized representative on site(s).

Upon completion of haul-out activities, the Service Provider will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and GAEPD.

#### DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, GAEPD and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited to, EPA and GAEPD. The Service Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. The Service Provider is responsible for operating the DMS(s) in accordance with OSHA, EPA and GAEPD guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. The Service Provider is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. The Service Provider is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. The Service Provider is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. The Service Provider is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

Upon completion of haul-out activities, the Service Provider will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site

remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and GAEPD.

#### **5. DMS(s) Management, Operations and Reduction Through Controlled Open Burning**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through controlled open air burning of disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, GAEPD and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and GAEPD. The Service Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. The Service Provider is responsible for operating the DMS(s) in accordance with OSHA, EPA and GAEPD guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. The Service Provider is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. The Service Provider is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. The Service Provider is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. The Service Provider is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. The Service Provider will only permit Service Provider vehicles and others specifically authorized by the County or its authorized representative on site(s).

#### **6. Haul-Out of Reduced Debris to a County Approved Final Disposal Site**

The county will reimburse the contractor for such fees on a dollar for dollar basis. The method a final disposition, whether chipping or burning, will be determined by the county

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced material such as ash, compacted C&D or mulch existing at a County approved DMS(s) to a County approved Final

Disposal Site in accordance with all federal, state and local rules and regulations. The Service Provider shall not receive any payment from the County for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-County approved Final Disposal Site.

## 7. Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all hazardous trees six inches or greater in diameter, measured four-and-a-half feet from the base of the tree and hazardous hanging limbs two inches or greater in diameter when measured at the break existing on the County ROW. Debris generated from the removal of hazardous trees and hanging limbs two inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than six inches in diameter, measured four-and-a-half feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Service Provider for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all hazardous leaning trees and hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW, then The Service Provider must load the resulting debris as hazardous leaning tree or hazardous hanging limbs as they are removed.

- a. Hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Service Provider, in writing, by the County Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:
  1. The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare and safety.
  2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
  3. Over 50 percent of the tree crown is damaged or broken and heartwood is exposed.
  4. The tree has a split trunk that exposes heartwood.
- b. Removal and placement of hazardous hanging limbs two inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Service Provider, in writing, by the County Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
  1. The limb is greater than two inches in diameter.
  2. The limb is still hanging in a tree and threatening a public-use area.
  3. The limb is located on improved public property.

## **8. Removal of Hazardous Stumps**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove hazardous uprooted stumps greater than 24 inches in diameter, measured 24 inches from the base of the tree existing on the County ROW. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Hazardous stumps measured 24 inches from the base of the tree and 24 inches or less in diameter will be considered normal vegetative debris and removed in accordance with scope of services item 2. The diameter of stumps less than 24 inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment 3 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Service Provider, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
  1. Fifty percent or more of the root ball is exposed.
  2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.
  3. Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item
  4. Stumps with less than 50 percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment 3 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all eligible stumps prior to removal.

## **9. Sand, Silt, and Debris Removal from Detention/Retention Structures**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect sand, silt, and debris from County detention/retention structures and transport to a County approved final disposal site in accordance with all federal, state, and local rules and regulations.

- a. For the purposes of this element, sand, silt, and debris existing in County detention/retention structures will be removed to a depth designated by the County or the County's authorized representative.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

## **10. Household Hazardous Waste Removal Transport and Disposal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of HHW from the ROW to a permitted TSDF.



- a. The removal, transportation and disposal of HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted TSDF.

#### **11. ROW White Goods Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to a County approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the County. White goods containing refrigerants must first have such refrigerants removed by the Service Provider's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

- a. The removal, transportation, and recycling or final disposal of white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
  - All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Service Provider shall recycle or dispose of all white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a County approved DMS for refrigerant removal by the Service Provider's qualified technicians

#### **12. Dead Animal Carcasses**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. The Service Providers shall coordinate activities with the Macon-Bibb County Health Department.

- Disposal of animal carcasses must be compliant with the Georgia Department of Agriculture and GAEPD rules for handling, solid waste, and air quality.

#### **13. Abandoned Vehicle Removal**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Abandoned Vehicles in areas identified and approved by the County. The removed vehicles will be hauled to a County approved staging area and subsequently removed by the appropriate insurance company or regulatory agency.

The removal, transportation and disposal of abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

#### **14. Other Debris Removal Work**

Neither the Service Provider nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Service Provider to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

## 1. Technical Specifications

### Notice to Proceed

The County shall issue official written notice to proceed for the services referenced in this contract. Notice to proceed shall be sent via electronic transmission (facsimile, e-mail, etc.). If the Service Provider's authorized representative is on site in the County, the written notice to proceed may be hand delivered. Under no circumstances shall the County be liable for any services rendered unless the written notice to proceed has been sent and received by the Service Provider(s). The Service Provider(s) must acknowledge receipt of the written notice to proceed upon receipt.

### Changes in Scope of Work

The County Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

### Mobilization

Within 24 hours of notice to proceed from the County, the Service Provider will mobilize an Operations Manager to the County. The Operations Manager will assist the County in planning for the operation and mobilization of Service Provider personnel and equipment necessary to perform the work. If the Service Provider does not send an Operations Manager within 24 hours after the all by the County, the County may then go to the next RFP-approved Service Provider for their services instead of using the first Service Provider.

Within 48 hours of notice to proceed from the County, the Service Provider shall mobilize equipment and resources in the County to begin debris removal operations as directed by the County Manager. As part of the Service Provider's mobilization effort the Service Provider(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

### Safety

The Service Provider(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Service Provider(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Service Provider(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

### On-Site Project Manager

The Service Provider(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Service Provider(s)' project manager must be available 24 hours a day, or as required by the County Debris Manager.

### Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading 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.  
  
Sideboards or other extensions to the bed are allowable provided they meet an equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Service Provider(s).
- b. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County approved Final Disposal Site.
- c. Trucks or equipment designated for use under this contract shall not be used for any other work. The Service Provider(s) 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 will the Service Provider(s) mix debris hauled for others with debris hauled under this contract.
- d. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
- e. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic 50 percent deduction for lack of compaction.

#### Damages

The Service Provider(s) shall repair any damages caused by the Service Provider's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Service Provider(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Service Provider's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Service Provider(s) negligent in management practices, the County may withhold from retainage money or invoice the Service Provider(s) for time and material costs associated with resolving issues or damages related to the Service Provider's work.

#### Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Service Provider's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Service Provider(s) shall pay all such costs to the utility company for any adjustments.

#### Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site.

#### Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Service Provider(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

- b. Service Provider(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The Service Provider(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Service Provider(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Service Provider(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The Service Provider(s) shall immediately report and document all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- f. The Service Provider must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

#### Documentation and Measurement

- a. The Service Provider is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- b. All Service Provider(s) trucks used for collection and hauling of debris from the County ROW to County approved DMSs or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Service Provider shall provide a representative to attest to the certification/measuring process. It is the Service Provider's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Service Provider name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.
- c. The Service Provider(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.

Load tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

Each ticket shall be of a type that consists of one original and four carbon-copy duplicates. Electronic ticketing systems are also acceptable.

Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Service Provider(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and

County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.

Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the DMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The County will keep the original copy, two copies will be given back to the vehicle operator and the remaining two copies will be provided to the Service Provider.

Loads of processed (e.g., chipped) debris being hauled from a DMS to a County approved Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County approved Final Disposal Site.

The Service Provider(s) shall give written notice of the location for work scheduled 24 hours in advance.

**BID FOR**

**DEBRIS REMOVAL FOR HURRICANE IRMA**

**PRICE FORM**

**Final Unit Price shall include Removing, Hauling to Debris Site, and Final Disposition of Debris Product**

**Unit Price Per Cubic Yard    \$ \_\_\_\_\_**

**A price must be provided for each line item in order for a bid to be considered.  
All work performed under this bid and the resulting contract shall be in strict compliance with the project plans and specifications.**

Respectfully Submitted,

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

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_