

STANDBY CONTRACT FOR DEBRIS REMOVAL RFP 2020

NOTICE OF INVITATION FOR PROPOSAL

Union County, (the "County") is seeking proposals for a Standby Contract for the Emergency Removal of Debris generated in the event of natural or manmade disaster from County owned property, public property, easements and rights-of-way within the County of Union in the State of Georgia.

Notice is hereby given that sealed proposals will be received by the Union County Commissioner, until 3:00pm local on Thursday, November 19, 2020 at the Union County Commissioner's office in the Union County Courthouse located at 65 Courthouse Street, Suite 1 Blairsville, Georgia 30512. Envelopes containing the proposals must be sealed, addressed to the Union County EMA, and designated as a proposal for the removal, hauling, and disposal of storm debris from County owned property, public property, streets and allies and public rights-of-way, in Union County, Georgia per Request for Proposal.

The outside of the sealed proposal should have the words **UNION COUNTY STANDBY CONTRACT FOR DEBRIS REMOVAL RFP 2020** and the following:

NAME: _____

COMPANY NAME: _____

CITY AND STATE: _____

SIGNATURE: _____

Proposal packets and proposal specifications may be obtained by contacting the Union County EMA Office at 706-439-6091 or by visiting the Union County website at www.unioncountygga.gov/government/commissioners-office/purchasing.

All parties interested in submitting a proposal must attend a Mandatory Pre-Proposal conference call scheduled for Wednesday, November 4, 2020 at 10:00 a.m. It will be conducted via conference call. Dial-in will be provided on RSVP. RSVP for the meeting by calling Pam Hawkins, Purchasing Director at 706-439-6000 or by emailing her at purchasing@uniongov.com.

Each proposal package submitted must contain the Contractor's Proposal in a sealed envelope. Proposals will not be accepted by email or any method other than the required sealed envelope. **Each proposal must be stamped "RECEIVED" in the County Commissioner's office before 3:00 pm on November 19, 2020. One (1) original and one (1) digital copy of the proposal are required.**

Contractor must meet the following general conditions:

- 1) be able to provide services to pick up, load, haul and dispose of storm related debris as defined in the Contract for Services as set forth in the General Conditions, Scope of Services and all attachments and exhibits as required in this RFP;
- 2) be willing and capable of performing the Services, including but not limited to, proper documentation preparation, management and event closure;

- 3) be knowledgeable and have experience in provision of the conditions and Services as described herein;
- 4) be able to perform the Services and any other agreed to services in a timely manner, within the Contractual time limit of this Contract; and
- 5) have the resources necessary to meet the Contractual obligations of this Contract.
- 6) utilize local contractors for sub-contract work whenever prudent and possible as the need for additional contractors arise.
- 7) agree to remain solely responsible for any and all sub-contractors for which they hire; the County will hold no liability for these sub-contractors. In addition, winning bidder will ensure any sub-contractor meets all standards the County sets forth to work in the County and the winning bidder is solely responsible for contract, contract, payment and management of any sub-contractor with whom they choose to do business.

Proposals will be reviewed by the EMA Director, Road Department Director or representative, Purchasing Director or representative and the recommendation for award will be made to the County Commissioner with final award being given by the Commissioner.

The County reserves the right to reject any and all proposals received and to award any one bid item or all bid items to multiple Contractors. Award will be made to the Proposer offering the most advantageous proposal to the County; hence Union County shall not be obligated to accept the lowest priced proposal. The County will make an award in the best interest of Union County after all factors have been evaluated. At the discretion of the County, the successful Contractor(s) may be awarded a contract for five (5) years, upon mutual written agreement and, approval of the County.

Signed: Pam Hawkins Dated: 10/27/2020
Union County Purchasing Director
Union County, Georgia

**STANDBY CONTRACT FOR SERVICES
UNION COUNTY, GEORGIA
DEBRIS REMOVAL AND DISPOSAL**

GENERAL CONDITIONS

1. **Services:** Contractor must review the Scope of Services attached hereto as Exhibit "A" and provide support for the fact that it has sufficient resources, experience and expertise as is necessary to identify all work elements.

The Contractor's representative and liaison to the County during the performance of this Contract shall be the Union County EMA Director. The field point of contact on activation of the contract will be the Union County Road Department Director. Both contacts may appoint someone as his/her designee. The EMA office number is 706-439-6091, the EMA fax number is 706-439-6087. All hard copy correspondence should be forwarded through the EMA office. The County reserves the right to require replacement of representative of Contractor, if in the opinion of the County, problems or deficiencies with the representative are identified.

2. **Payment to Contractor:**

- A. On activation of this contract, the Contractor shall be paid for the Services rendered and accepted in accordance with the unit prices for units of eligible debris loaded, hauled and disposed of including clean-up of disposal site. To receive payment under this Contract, Contractor shall submit an invoice to the County Project Manager for debris hauled to each disposal site, which shall be reconciled from daily load tickets and daily operational reports that are also copied to the County Project Manager. Contractor shall be paid solely on the tickets issued and verified by the County assigned or hired monitors at the disposal site(s) and approved by the Project Manager. All loads hauled shall be full and well compacted. When a load is delivered, the driver shall provide the County monitor with the load ticket. The monitor at the disposal site will rate each load as a percent (%) of fully loaded capacity as predetermined through truck or trailer bed measurement by the monitor.
- B. Disposal of all debris at the county approved and EPD permitted debris site shall be the responsibility of the Contractor. It is the responsibility of the Contractor to ensure that all debris is removed and disposed of in accordance with all laws and regulations of Union County, State of Georgia, and Federal agencies. It is further the Contractor responsibility to obtain any and all permits that may be required throughout the duration of the operation. This includes daily burn permits should a burn operation be conducted.
- C. Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all sub-contractors, necessary materials and shall furnish and pay for all the superintendents, labor, tool, equipment, transportation, reduction and disposal, and perform all other work required for the removal of all storm debris, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- D. All payments made to the Contractor shall be subject to a 5% retainage until after completion of all contract work to insure timely completion of the project and/or undiscovered damage to public or

private property. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

- E. All invoices received from Contractor pursuant to this Contract will be reviewed and approved by a County designated representative. Contractor acknowledges that all invoices properly submitted to the County will be paid within 30 calendar days of said submission for eligible work under this Contract.
- F. Contractor and anyone working for the Contractor **shall not self deploy**, request for activation will be made through EMA with approval by the Union County Commissioner or his/her designee. Contractor nor anyone working for the Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to storm damage for which the Contractor is activated. Further, Contractor shall remove only eligible debris that originates within the County.
- G. The **estimated** amount of debris to be removed will be determined at the time of each disaster following a preliminary damage assessment performed by the Union County Damage Assessment Team as appointed by Union County EMA. Amount will be calculated in approximate cubic yards and provided to Contractor. This amount is not guaranteed but will be a close estimate. This is only an estimate and it is bidder's responsibility to survey debris within the County and determine for themselves the number of cubic yards of debris to be removed and to provide the County with a pre-work bid accordingly. The unit price and the number of units as determined by the monitors at the disposal site(s) will be used to establish all payments due to Contractor(s) and all will be supported through photographs of the loads, load tickets, field operations (including measurements of cuts and stumps taken by monitors not associated with the Contractor) and dump operations (including photos of the dump trucks hauling debris before they unload. In addition, any and all trucks the Contractor sends (whether their own or subbed) to work will be inspected for working tarps and measured utilizing guidance from FEMA and photographed and any and all drivers hired or subbed by the Contractor must have valid insurance and a valid driver license that can be produced and photographed by the Monitors before any work begins.
- H. Contractor shall not 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 individual monies from any resident, business or institution for work under this Scope of Work. All personnel working or subbed for the Contractor will only respond to collect debris from areas directed by the county and this does not include any private properties.
- I. Contractor shall clearly include the words "final invoice" on Contractor's final billing to the County. This statement by Contractor shall constitute Contractor's certification that all services have been properly and completely performed by Contractor and all costs have been properly invoiced to the County and that all such charges are for eligible services. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice shall be deemed to be waived by Contractor.

3. Inspection by Contractor: Contractor represents that it will inspect the areas where debris is to be collected and removed and will become familiar with the County road system, road widths, and other factors that will affect the work to be performed. EMA will provide a map, list of roads with rights-of-way and other needed items on activation. The Contractor must assure that he or she has not solely relied on any representation of conditions made by any officer, agent, or employee of the County. Contractor understands

that any information provided by the County is meant only to assist the Contractor and Contractor agrees to rely on its own knowledge and investigation. Contractor must also acknowledge that it is prepared 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, and that these factors were considered in determining the costs originally agreed upon by the parties.

4. Hours, Assigned Location, Method & Special Rules of Work:

- ✓ No truck shall operate until checked for working tarp and proper driver license and insurances, photographed, labeled and recorded on FEMA paperwork and authorized by Dump Monitor.
- ✓ Contractor shall operate Monday thru Saturday, unless otherwise directed by the County's designated representative.
 - All haulers must finish work in the field in time to return and dump 15 minutes before last light in order to operate dump site and field work safely. Anyone not able to return with a load by 15 minutes prior to sundown must return to the dump site and check in with the Monitor and park and be checked to dump the following morning (pre-load). They will not be allowed to leave the following morning until the trucks load is estimated by the Monitor and photographed and dumped.
- ✓ Removal of debris shall be restricted to between the hours from sunrise to dusk.
- ✓ The Dump Monitor will assign each truck and following Field Monitor an area pre-gridded by EMA. The Contractor will remain in that area until finished and/or reassigned by the Dump Monitor.
- ✓ Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project

5. Local Preference: In choosing materials related to its services under this Contract, the Contractor shall give preference to materials grown, produced, prepared, made or manufactured locally and in the State of Georgia whenever possible. Contractor will make every effort to utilize and employ local subcontractors, equipment rental, supplies, fuel and other locally available resources.

6. Time of the Essence: Performance Schedule

- A. Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of this Contract in order to help the county to get reimbursed the maximum FEMA allows.
- B. Contractor agrees to provide necessary insurance certificates and commence the performance of services under this Contract no later than seventy-two (72) hours after execution hereof.
- C. Prior to commencing debris removal operations Contractor(s) with the County's Project Manager's direction, shall provide a work plan showing where operations will begin and which street/alleys/roads will be cleared.
- D. All activity associated with debris removal operations shall be performed during the hours stated. If a truck is loaded too late in the day to travel to the disposal site, the rules above (#4) will be followed.
- E. Maximum allowable time for completion shall be one hundred eighty (180) work days, unless the County initiates additions or deletions to the contract by written change orders. Both parties, pursuant to applicable county, state, and federal law, will equitably negotiate subsequent changes in cost and completion time.

Contractor agrees to work diligently to complete this Contract by the earliest possible date; however, in no event shall the time period for completion of this Contract exceed 180 days from Notice to Proceed for complete performance in every respect under this Contract, unless agreed to in writing by both parties.

7. Liability and Indemnity:

- A. Contractor agrees that he shall be responsible for all damages and all liability to both public and private property in the performance of its duties under this Contract, and shall report such damages to the County's designated representative as soon as possible.
- B. Contractor agrees to indemnify and save harmless the County, their officers, agents, monitors, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

8. Liability Insurance: The Contractor agrees to and shall procure and maintain during the duration of this Contract, Contractor's general public liability and property insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name, waive and hold harmless the County and is to be filed with the Union County Purchasing Director and shall list the County as an additional insured. All liability insurance must contain contractual action over claims cause. Insurance shall be written with limits of liability of not less than the following:

- A. \$1,000,000 primary limit for all damages arising out of bodily injury, including death, with umbrella coverage of \$4,000,000.
- B. \$1,000,000 primary limit for all property damage, with umbrella coverage of \$4,000,000.

9. Workers Compensation Insurance: Contractor shall provide and maintain Workers Compensation Insurance at its expense during the term of this Contract, in accordance with workers compensation laws of the state of Georgia, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's Workers Compensation coverage.

10. Expenses: Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned insurance.

11. Subcontractor: All information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the action or inactions of its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of this Contract and with any applicable county, state

or federal laws or regulations. Contractors shall be solely responsible for the timely paying of its subcontractors. The County reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by this Contract, and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion, the Contractor shall promptly replace such subcontractor subject the county's approval.

12. Personnel: Contractor represents and warrants to the County that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. The Contractor agrees to provide in the **Contractor's Technical Proposal**, the number of personnel that will be secured to provide the services described herein broken into categories by job titles. Such personnel shall not be deemed to be employees or agents of the County or to have any contractual relationship with the County. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor shall notify the County of any changes or substitutions in Contractor's key personnel. Contractor represents and warrants to the County that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the County deems to be incompetent, careless or otherwise objectionable.

13. Independent Contractor: At all times and under all conditions, Contractor shall continue to be an independent Contractor and shall not represent itself in any way as an agent of the County. As independent contractors, Contractor and all subcontractors are not entitled to any County employment benefits nor to obligate the County in any way.

14. Safety:

- A. Contractor shall comply with all county, state, and federal safety requirements, as well as OSHA standards related to this scope of work. All loads will be tarped at any time the hauling vehicle is in motion while returning to the dump site.
- B. Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the County. All local, state and federal laws will be followed by all that the Contractor employs or any that works on the Contractor's behalf.
- C. The Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. The 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 in addition to the personnel and equipment required in other parts of this contract.
- D. The County Project Manager may suspend Contractor operations due to inclement weather such as lightning, ice etc. The performance period may be extended for such weather delays.

15. Measurement: Measurement for all debris removed shall be by the cubic yard as determined by the eligible debris delivered to the disposal site, as supported by the load ticket. Load tickets and photographs shall document measurement. Each truck will be measured prior to beginning work and labeled with the

maximum load that they can haul. This is what the Dump Monitor will use in determining the amount loaded when the truck returns to dump.

16. Successors and Assigns: This Contract shall be binding upon the parties and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without the prior written consent of the County, which consent may be withheld at the sole and absolute discretion of the County. No provision hereof shall be deemed to create any personal liability on the part of any officer, agent, or monitor of the County, nor shall this Contract be deemed to create any rights of benefits to any person other than the County or Contractor. This provision shall not be deemed to prevent Contractor from utilizing subcontractors.

17. Progress Reports: Contractor shall submit reports to the County Project Manager regularly for the term of the Contract. Such reports shall contain, at a minimum, the Contractor's name, location of work, date, daily and cumulative totals of debris removed by vehicle and daily and cumulative totals of all debris removed. Discrepancies between these reports and the corresponding load tickets shall be reconciled no later than the following day. In case the discrepancy cannot be resolved the report with the lower amount shall be accepted.

18. Default: Either party shall be in default upon the failure to perform any material provision hereof. In the event of a default by the County, Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the state. In the event of a default by Contractor, the County shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State of Georgia.

19. Credit: Contractor shall not pledge the County's credit or make the County guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

20. Performance: Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the County. Such performance by Contractor shall be in compliance with all applicable county, state and federal ordinances, laws and regulations. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or subcontractors' actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to Union County.

21. Disclosure and Ownership of Documents: Contractor shall deliver to the County or its designated representative for approval and acceptance, prior to the County's final payment hereunder, all documents and materials prepared and/or utilized by Contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the County's prior written consent, unless otherwise required by lawful court order, after a hearing at which the County is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the County's expense shall be and remain the County's sole property and may be reproduced only at the discretion of the County. All covenants,

agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.

22. Access and Audits: Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following completion of this Contract. The County and its monitor(s) shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of this Contract. This information shall be made accessible at Contractor's local place of business in the County, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the County, it shall be Contractor's responsibility to insure that all required records are provided to the County at Contractor's expense.

23. Nondiscrimination: Contractor represents and warrants that all of its employees are and shall be treated equally during employment by Contractor without regard to race, color, religion, physical handicap, sex, age or national origin.

24. Entire Agreement: This Contract constitutes the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted from, modified, superseded or otherwise changed, except by written instrument executed by the parties hereto.

25. Severability: If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed enforceable to the extent permitted by law.

26. Modifications of Work: The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. Upon receipt by Contractor of the County's written notification of a contemplated change, Contractor shall (a) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the County of any estimated change in the completion date, and (c) advise the County in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the County instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

27. Non-Exclusive Contract: This Contract shall be non-exclusive and the County may procure the services contemplated hereby from other sources at the County's discretion.

28. Governing Law: Venue: This Contract shall be construed and enforced in accordance with the laws of the State of Georgia, without regard to conflicts of laws.

29. Laws and Regulations: All applicable federal and state laws, and county ordinances, and all other authorized agencies and the entities having jurisdiction over any part of this Contract shall apply to this Contract, and this Contract shall be interpreted in a manner consistent with all such laws, ordinances and regulations.

30. Sovereign Immunity: This Contract is governmental in nature for the benefit of the general public of the County, and the County does not therefore waive the provisions of its sovereign immunity or its protection under the laws of the State of Georgia.

31. Monitoring of Contract for Debris Removal: The County shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will coordinate with the County's designated Project Manager regarding the number of work crews and disposal sites that will need assigned monitors 24 hours before crews arrive to facilitate the proper staffing for certifications of truck volumes and issuance of load tickets. County may increase or decrease the number of monitors provided to the Contractor to meet the needs of the debris removal effort. The Contractor shall provide and/or construct an inspection tower at each disposal site as described below or a County approved equivalent. The tower shall be of sound construction and of scaffolding. The floor elevation of the tower shall be 10 feet above the existing ground elevation at the site of inspection. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by 4' high walls. The floor area shall be covered with a roof with a minimum of 6'6" of headroom below the support beams. Steps shall provide access with a handrail. The inspection tower shall comply with standard OSHA requirements and local codes. Scissor lifts may be used as towers to the extent not prohibited by applicable laws.

32. Environmental Concerns: 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.

33. Contract Language: Use of the masculine includes the feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

34. Incorporation of Contract Documents: The Contract between County and Contractor shall consist of this document and all exhibits referenced herein, the Request for Proposal, and the Contractors' Response to the Request for Proposal. If the documents are in conflict, the order of precedence shall be as follows: This Contract for Clean-Up of Debris with Exhibits, Request for Proposals for Non-Exclusive Contract with Exhibits, then the Contractor's Response to the Request for Proposals.

35. Award of Contract: The County will utilize local resources first and this contract will only be activated upon an identified need for activation (need as identified by the Road Department Director, EMA Director and County Commissioner). The County reserves the right to delete from the Scope of Services and the Contract individual proposal items at any time following the award of the Contract to the successful proposer, while requiring the Contractor to continue to complete other awarded proposal items. The County reserves the right to award portions of work to separate contractors. One Contractor may be awarded any one (or more) of the individual proposal items within the Scope, or certain geographical areas within the County.

36. Termination of Contract: This Contract may be terminated at any time for the convenience of Union County. Union County agrees to pay the Contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.

This Contract may be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to, unsatisfactory job performance or progress, defective work, failure to

comply with material provisions of the Contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the County Project Manager within 24 hours of delivery of notice of said deficiency. Union County retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this Contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said Contract price. In the event of default in the terms of this contract by Contractor, Contractor shall pay all costs incurred by the County to enforce the terms of this contract including, but not limited to, reasonable attorney's fees.

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

- ✓ **Corrective Actions** – If deficiencies are identified, the County may act to correct those deficiencies using one, or in some cases a combination of the following:
- ✓ **Stop Unsafe Work.** The County Project Manager may immediately stop work on that portion of the job affected by a safety hazard until it is corrected.
- ✓ **Issue a Stop Work Order.** If the County Project Manager determines the deficiency is serious, the County Project Manager can issue a Stop Work Order. The County will notify the Contractor, in writing, of any observed noncompliance with the aforementioned federal, state or local laws or regulations. Such notice, when delivered to the Contractor at the site of work, shall be deemed sufficient for the purpose. After receipt of such notice, Contractor shall immediately inform the County Project Manager of proposed corrective actions, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the County Project Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due any such orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.
- ✓ **Reduced Value Deduction.** The County may reduce the contract price to reflect value of the services performed. This method is normally used when the work is performed by the County or another Contractor rather than the Contractor under this Contract. The amount of the deduction is equal to the value of the service(s) not performed.
- ✓ **Termination.** The Contract may be terminated by County for cause or for convenience.

38. Notices: At the time of award, the Contractor shall designate, in writing, an authorized agent to receive any Notice required hereunder and who shall be available at the local work site during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the County at the time of the award.

The only county personnel authorized to receive any Notice required hereunder are the County EMA Director, Purchasing Director and/or the County Project Manager. Said Notice must be hand delivered during normal business hours to the County Commissioner's Office at the Union County Courthouse 65 Courthouse St, Suite 1, Blairsville, Georgia 30512 between the hours of 8:00 am and 4:30 pm Monday thru Friday or personally served to the above person(s) at the job site.

39. Not an Offer: This is a Request for Proposals and not an offer. The County reserves the right to reject any and all proposals. The County further reiterates that this is a non-exclusive contract and that it may award the total project to multiple contractors by task, by region or zone, or by any other division the County may determine are in its best interest.

EXHIBIT "A"

SCOPE OF SERVICES

The primary purpose of this Scope of Services is to maintain the public health, safety, and well-being of the County during the response to an emergency situation, as well as to restore the public areas of the County to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. The work to be performed under this Contract shall consist of collection, removal and disposing of debris caused by the disaster. The Contractor shall not self-deploy; activation of this contract shall take place only after approval from the Road Department Director, EMA Director, Purchasing Director and County Commissioner. It is understood that this is a prepositioning contract only to serve for purposes of pre-planning.

The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to storm damage for which he or she was activated.

No debris shall be loaded without the presence of a county monitor issuing a proper load ticket to document the origin of the load (at minimum street name and closest address or intersection), date, contractor name, truck number, truck capacity, county monitor's name, photograph of load site and loading departure time.

A County Project Manager shall supervise and direct all county monitors. County monitors shall be defined as either a contracted firm (as separately contracted by Union County) or any persons employed by the County and assigned to monitor the performance of this Contract. Direction by the County in this proposal shall also mean direction by the County Project Manager and county monitors.

1. Emergency Road Clearance. The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the County. This operational aspect of the scope of services shall normally be for the first 70 (seventy) plus or minus hours after an event. Normally, Category B work (Emergency Protective Measures) are handled by County personnel in handling items required to access needed areas. Such work is normally removal of debris from white-line to white-line on public roadways. The intent and hope are to activate the contract within the first 70 plus or minus hours when possible but it may be during the ongoing work in Category A timeframe that the contract is activated.

2. Priority of Work Areas. The County will establish the priority of and shall approve the geographic work areas in which the Contractor will be allowed to work. The County Project Manager shall have the authority to establish priority of work areas within the County. Daily and/or weekly scheduled meetings will be held at a designated site to determine and communicate approved work areas and progress and/or needs. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition with the understanding that there will be certain debris that is too small to be picked up by equipment. Any and all debris will be covered by a tarp when in transport to the dump site. Any and all debris lost in transit will be picked up by the hauling truck immediately. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the County or the County's Monitor after the final pass.

3. Debris Removal from Public Property and Rights-of-Way. As identified by and directed by the County, the Contractor shall accomplish the pick-up and hauling of all eligible debris to the designated Temporary Debris

Staging and Reduction Sites (TDSRS's) from public rights-of-way. This shall include all storm-generated vegetative, construction and demolition (C & D), and hazardous debris. Debris will be removed from County owned and public property and rights-of-way. Eligible debris is storm generated debris that meets the criteria set forth in the most recent FEMA Debris Management Guides.

The Contractor shall remove hazardous hanging limbs over 2" in diameter from trees over 6" in diameter (measured 24" above ground) on public property and ROW, or overhanging ROW as identified by the County or County's Monitor. Trees with hazardous limbs must be identified by the County or County's Monitor prior to removal to be eligible for payment.

The Contractor shall remove hazardous trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the County or County's Monitor. Storm damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees must be identified by the County or County's Monitor prior to removal to be eligible for payment.

The Contractor shall remove, haul, and dispose all hazardous stumps on public property that have at least 50% of the root ball exposed. Stumps shall be placed on the ROW and hauled at the debris removal cost per cubic yard. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material.

Contractor shall track and map streets cleared of eligible ROW debris during the final pass and provide this information to the County's Monitor.

4. Demolition of Structures, Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owned Property (other than Rights-of-Way). Should an imminent threat to life, safety and health to the general public be present on private property or publicly owned property as referenced above, the Contractor as identified by and directed by the County, will accomplish the demolition of structures and the removal and relocation of the debris to the public rights-of-way. This service shall commence upon receipt by Contractor from the County the completed right-of-entry forms; hold harmless Agreements, and the non-duplication of benefits Agreements. The Contractor will place all debris collected through this process in the public rights-of-way, where the above scope of services (Debris Removal from Public Rights-of-Way) shall commence.

5. Disaster Event Generated Hazardous Waste Abatement. Contractor shall abate all hazardous waste generated by the storm. Hazardous waste abatement shall be accomplished in accordance with the Contractor's Debris Management Guide and Environmental Protection Plan.

6. Debris Pick Up Passes. Contractor shall make a minimum of two (2) complete passes of the County designated debris collection routes with a minimum of five days, including one weekend between each pass. The Contractor shall not move from one work area to another designated work area without prior approval from the County's Monitor.

7. Debris Ownership and Hauling Responsibilities. Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the loading, hauling and disposal of the debris. Notwithstanding the above, the Contractor will cooperate fully with the County in providing documentation related to the collection and disposal of the

debris for reimbursement purposes and will utilize County designated disposal sites. Each truck hauling debris must be tarped while in motion to the dump site. Should any truck lose debris, they must immediately pick said debris up. Any and all accidents resulting from debris being hauled is the liability of the Contractor and his or her hauler.

8. Temporary Debris Staging and Reduction Sites (TDSRS). Prior to a disaster event, the Contractor shall assist the County in finding and establishing disposal sites within the County. This will be done in conjunction with aiding the County in updating their Debris Management Plan and in conjunction with training supplied to County representatives (as requested by Union County). Upon activation of this contract the Contractor will maintain the temporary disposal sites. This includes installation of any required culverts with adequate turning radius for vehicles used by Contractor to haul debris and the development and creation and maintenance of any needed access roads from an asphalt street to the dump area and any necessary improvements to dump site to prevent vehicles from becoming stuck in mud and unable to use dump site during wet conditions. Contractor shall provide for any environmental requirements to include, but not limited to, wind-borne debris control fencing, silt fencing, burn curtains or water retention berms. The Contractor shall construct a roofed inspection tower sufficient for a minimum of three (3) inspectors (scissor lifts may be used as towers, if approved by the County).

The inspection of every load, in and out, of the TDSRS shall be required and handled via Monitors assigned by Union County. All debris will be processed in accordance with all local, State and Federal Rules, Standards and Regulations. Processing may include, but is not limited to, reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes. All reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

9. Debris Reduction and Disposal:

A. The Contractor shall load, haul and dispose of all debris in accordance with all applicable federal, state and local laws, standards and regulations. The Contractor shall maintain disposal records and documentation. All disposal sites shall comply with local, state, and federal laws and regulations. Location and operation of all disposal sites must be pre-selected and approved by County and permitted by EPD.

B. The Contractor shall use equipment and perform work in a manner to prevent damages to County's streets, sidewalks, curbs and gutter, rights-of-way, storm water drainage system, water system, sewage system, and electrical system and County landscaping. Said damages shall be reported immediately to the County Project Manager. Contractor shall repair any damages caused by Contractor's equipment in a timely manner (within 72 hours) at no expense to the County.

C. Contractor acknowledges, represents and warrants to the County that it is familiar with all laws relating to reduction and disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of federal, state or local agencies or authorities.

D. Contractor acknowledges and understands that any reduction, removal, transportation or pickup of any materials not covered in this Scope of Services shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this Scope of Services.

E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal and be equipped with and utilize a tarp to cover loads while the truck is in motion. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

F. Contractor shall insure that all debris vehicles are loaded so that debris is contained within the body of the vehicle. Debris shall not be allowed to protrude from the vehicle causing potential to snag power lines or other obstacles. Contractor shall be responsible for removing debris on haul routes that fall from vehicles taking debris to disposal site. An inspection of all equipment to be used will be done by the Contractor and the County's Project Manager prior to commencing performance.

10. TDSRS Site Reclamation. Contractor shall be responsible for site reclamation shall be accomplished in accordance with all Federal, State and Local Laws, Standards and Regulations. Site reclamation shall be accomplished in accordance with the Contractor's Debris Management Guide and Environmental Protection Plan. The TDSRS will be restored to its pre-use condition. Associated costs for site reclamation shall be negotiated and agreed upon by both parties.

11. Equipment:

A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all DOT and safety regulations, and are subject to the approval of the County. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. All loads must be secured and tailgates must be used on all loads. Plastic webbing is not acceptable for tailgates and tailgates must be tall enough to ensure no material may slide out. All trucks must be equipped with tarps and those tarps must be used whenever debris is being hauled to the dump site. Only when immediately loading may the tarps be left open. Sideboards must 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 shall not extend more than two (2) feet above the metal bedsides. All extensions are subject to acceptance or rejection by the County's Project manager. All trailers shall have a metal-framed exterior and a minimum of 5/8ths plywood (not wafer board) interior walls. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

B. Prior to commencing debris operations, the Contractor shall present to the County Project Manager, all equipment, trucks, trailers, or containers that will be used to load, haul or handle debris. Each truck, trailer or container will be measured to verify load capacity displayed on required signs. All equipment and vehicles shall be approved by County Project Manager prior to use. The Contractor shall notify the County Project Manager each time new equipment, truck, trailer or container is to be used under this Contract. All loading equipment is required to operate from the street/road/alley using buckets and/or boom and grapple devices to remove and load debris. All trucks will be labeled with capacity and photographed and documented.

C. Contractor shall supply vinyl type placards identifying County, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the reduction or disposal site.

D. Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours of this Contract. The Contractor shall not solicit or accept 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 Contractor mix debris hauled for others with debris hauled under this Contract.

E. Loading equipment and equipment used at the disposal site shall be rubber tired and sized properly to fit loading condition. Excessive size loading equipment (6CY and more) and non-rubber tired equipment must have the prior approval of the County Project Manager.

F. Contractor shall furnish a complete and updated list identifying all motorized equipment, trucks and trailers that will be used on the project.

- a. Truck and/or trailer license number with current decals.
- b. Year, make and color of each truck and/or trailer.
- c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor
- d. Current driver license and valid insurance card for the vehicle and operator.

G. Load tickets shall be supplied by the Contractor for all vehicles and shall include a means of identifying the truck and the area from which debris is removed. Such tickets will be used to verify work performed and for documentation for cost recovery. A copy of the load ticket to be used shall be submitted to the County for approval prior to beginning work. Load tickets shall be sequentially numbered and shall be a minimum of four-parts.

Each ticket shall contain the following information:

- Ticket Number
- Contracting Agency
- Contractor name
- Date
- Truck or Roll-off Number
- Truck or Roll-off Capacity
- Point of Debris Collection
- Load Classification
- Driver's Name
- Loading Departure Time
- Loading Site Monitor's Name
- Dump Location
- Dump Arrival Time
- Percent of Load
- Actual Debris Volume
- Dump Site Monitor's Name

H. Contractor shall be responsible for providing protective gear and equipment to its agents and employees.

12. Property Damage. The Contractor should note that a significant portion of the project will occur in residential areas. The Contractor should exercise due care to minimize any damage to trees, shrubs, landscaping and general property. The Contractor shall be responsible for all damages to public and private property. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution and report same to Project Manager. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the County, the

County has the option, at its sole discretion of having the damage repaired at the Contractor's expense to be reimbursed to the County or withheld from the Contractor's payments.

FEE SCHEDULE

Directions: Contractor submitting proposal should complete the fee schedule below.

1	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
	Mileage Radius: 0-15 Miles	\$ /cu.yd.
	16-30 Miles	\$ /cu.yd.
2	Construction and Demolition debris hauled to and dumped at a County approved disposal site or landfill.	
	Mileage Radius: 0-15 Miles	\$ /cu.yd.
	16-30 Miles	\$ /cu.yd.
3	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a county approved recycling facility.	
	Mileage Radius: 0-20 Miles	\$ /cu.yd.
	21-40 Miles	\$ /cu.yd.
	41-70 Miles	\$ /cu.yd.
4	Tipping fees/disposal costs at landfills shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the County for reimbursement.	
5	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS including locating, leasing (if required), preparing and layout of site; management maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the county); furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection towers(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition: and Closure and remediation of the TDSRS	\$ /cu.yd.
6	Pick up and dispose of hazardous materials	\$ /lb
7	Dead Animal Collection, Transportation & Disposal	\$ /lb
8	<u>Hazardous Trees</u> - Trees will be evaluated by the County and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 2' above the ground.	
	Trees with branches remaining- FEE ONLY TO CUT TREE	
	6"-12" Diameter	\$ /tree
	13"-24" Diameter	\$ /tree
	25"-48" Diameter	\$ /tree
	> 48" Diameter	\$ /tree
9	Stumps up to 24" in diameter (requires County approval)	
	Stumps over 24" in diameter (requires County approval)	
10	<u>Hangers</u> - Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the County, will remove hangers for a unit price per hanger	
	2"-4" Hanger	\$ /hanger
	5"-12" Hanger	\$ /hanger
	> 12" Hanger	\$ /hanger
11	<u>Private Property Demolition and Debris Removal</u> - The CONTRACTOR shall operate beyond the public Right-of-Way (ROW) only as identified and directed by the County. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW	\$ per sq.ft.
12	Tipping fees/disposal costs for C&D debris shall be paid by the County	
13	<u>Fallen Trees</u> - The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection.	Price Included
14	<u>Fill Dirt</u> - As identified and directed by the County, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety	\$ /cu.yd.

15	<u>White Goods</u> - The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws	\$ /unit
16	<u>Freon Recovery</u> - The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws	\$ /unit
17	<u>Training and Assistance</u> Sessions shall be for all key County personnel and assistance in all disaster debris recovery planning efforts as requested	Price Included
18	<u>Preliminary Damage Assessment</u> - Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster - generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.	Price Included
19	<u>Mobilization and Demobilization</u> - All arrangements necessary to mobilize and demobilize the CONTRACTOR's labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Price Included
20	<u>Temporary Storage of Documents</u> - The CONTRACTOR shall provide storage of daily or disaster- related documents and reports for protection during the disaster event	Price Included
21	<u>Debris Planning Efforts</u> - The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event	Price Included
22	<u>Closure and Remediation of the TDSRS</u> - The CONTRACTOR shall remove all the CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use of the CONTRACTOR.	Price Included
23	<u>Reporting and Documentation</u> - The CONTRACTOR shall provide and submit to the County all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA/SC requirements	Price Included

ADDITIONAL SERVICES SHALL BE PROVIDED BY CONTRACTOR AT NO COST:

A. Training and Assistance - Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.

B. Preliminary Damage Assessment - Determining the impact and magnitude of the disaster event.

C. Mobilization and Demobilization - All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

D. Temporary Storage of Documents - The Contractor shall provide storage of daily or disaster related documents.

E. Reporting and Documentation - The Contractor shall provide and submit to the County Monitor and the County all reports and documents as may be necessary to adequately document its performance of this Contract..

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in storm debris removal, including, but not limited to Right-of-Way work, the Right-of-Entry process (if approved) for debris removal from private property, and the related regulatory agencies' requirements. No amount of work is guaranteed under this contract. Multiple contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual quantity of work completed multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, and will be based on the actual quantity of debris removed. The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

All payments made to the Contractor shall be subject to a 5% retainage after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals.

The Contractor agrees that this proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after submittal of proposal. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within seventy-two (72) hours.

**BIDDER'S CORPORATE DECLARATION
(To Be Filled In If Bidder Is A Corporation)**

Date: _____

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

**DECLARATION OF PARTNERSHIP
(To Be Filled In If a Bidder Is a Partnership)**

Our Partnership is composed of the following individuals:

Address

**NON-COLLUSION AFFIDAVIT
REMOVAL AND DISPOSAL OF FEMA ELIGIBLE DEBRIS
UNION COUNTY, GEORGIA
(This affidavit must be executed for the proposal to be considered)**

STATE OF GEORGIA
UNION COUNTY

_____, being first duly sworn, deposes and says
(Contractor / Person)

that he / she is _____ the party making the foregoing
(Sole owner, a partner, president, secretary, etc.)

Proposal for _____ and that such
(Name of Firm)

proposal is genuine and not collusive; that said Contractor is not financially interested in, or otherwise affiliated in a business way with any other Contractor on the same contract; that said Contractor has not colluded, conspired, connived, or agreed directly or indirectly, with any Contractor or person, to put in a sham proposal, or that such other person shall refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the proposal price, or to secure any advantage against the Owner, or any other person or persons interested in the proposed contract; and that all statements contained in said Proposal are true; and further, that such Contractor has not, directly or indirectly submitted his Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

CONTRACTOR'S TECHNICAL PROPOSAL

The experience requirements are as follows and must be separately addressed and covered:

1. Contractor shall demonstrate experience in all aspects of debris management, to include recovery, staging/reduction, disposal, contract management, accounting, and documentation systems. Contractor must demonstrate completion of at least one debris removal and disposal project over the past five years including at least 1,000,000 cubic yards each. Contractor must demonstrate familiarity with Union County and the unique aspects of this project, as well as plans for completion of all work to the satisfaction of Union County.
2. Company Profile including the firm name, business address, telephone number, and year established.
3. Each Proposer shall submit a written statement describing the experience, organizational structure and "chain of command" of the Proposer and subcontractor's response team and the project management methods that are most appropriate to perform the contract services. The statement must include: historical methods for communicating with team members and local emergency management staff, team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and other appropriate management considerations. The Proposer shall also discuss its staffing and their experience and ability to supervise multiple debris removal crews, and subcontractors. This discussion shall also include the Proposer historical project management methods that insure quality control of the work being performed by the Proposer teams, crews and subcontractors.

Proposer shall provide:

- a) Education, background and experience of Senior Management;
- b) Professional recognition of Proposer and/or its senior management team;
- c) The ability of Proposer to reduce and/or prevent the instances of fraud, waste and abuse.
- d) Projected list of equipment to be utilized by Contractor.

Any reservists, consultants or part-time employees, or sub-contractor employees must be identified as such.

4. References: Include a reference list of at least three (3) clients to whom the Proposer and/or its subcontractors have provided services similar in scope and size to those being proposed herein.

Name of Client: _____

Address: _____

Contact Person: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Date(s) of Service: _____

Brief Description of Service(s): _____

Cubic Yards Recovered: _____

Cubic Yards Reduced: _____

Contract Value: \$ _____

5. Proposer to provide a detailed subcontracting plan to include the identity and address of potential subcontractors including local subcontractors.
6. The person who shall serve as authorized representative for Proposer should Proposer be selected to contract with County.
7. Whether Proposer or any employee thereof anticipated being assigned to provide debris removal services has been a defendant in any proceeding involving or arising out of debris removal services within the past five years.
8. Whether or not Proposer has had a contract related to debris removal canceled within the past seven years. If so, state the name and address of the other contracting party and reason.
9. Proposer must certify that Proposer, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to federal or state law.
10. Current obligations of Proposer, including time schedule and available staff.
11. Based upon Contractor's knowledge and experience and inspection of the County, the Contractor shall provide estimates of eligible debris remaining in the County in the Contractor's Technical Proposal. These estimates shall be provided in cubic yards.

EXHIBIT "B"

NOTICE TO PROCEED

This is a copy of the contract that will be executed upon notice to proceed.

**COUNTY OF UNION
STATE OF GEORGIA
CONTRACT FOR CLEAN-UP OF DEBRIS**

RESULTING FROM THE DISASTER ENTITLED: _____

This contract ("Contract") is made and entered into on the <DATE> by and between Union County (the "County"), acting by and through its County Commissioner, and _____ ("Contractor").

WHEREAS, as a result of the storm, which hit the County in <MONTH/YEAR>, there was produced a large quantity of debris within the County; and

WHEREAS, the County desires to retain the services of the Contractor which was awarded the bid entitled 'UNION COUNTY DEBRIS REMOVAL PROPOSAL', and the Contractor awarded desires to provide services to clean up, remove, separate, reduce and dispose debris as defined in the entire body of the entitled 'Contract for Services, Union County, Georgia, Debris Removal and Disposal' with Scope of Services set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, the Contractor represents that it is willing and capable of performing the Services, including, but not limited to proper documentation preparation, management and event closure services; and

WHEREAS, Contractor represents that it is knowledgeable and has experience in the provision of the Services.

NOW, THEREFORE, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the County and Contractor hereby contract and agree to comply with these Contract Documents.

The contract documents which comprise and supplement the Contract between the County and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:

- A. This Contract;
- B. Exhibit A;
- C. Notice of Invitation for Proposal;
- D. Contractor's Proposal;
- E. General Conditions;
- F. Contractor's Insurance certifications;
- G. Notice of Award;
- H. Notice to Proceed; and
- I. Any modifications, including Change Orders duly delivered after execution of this Contract.

If language or terms in these documents conflict, the following order will determine which document's language or terms control. Contract, including Exhibit A -Scope of Services, Contractor's Proposal, duly authorized Change Orders, General Conditions, Notices, and Contractor's Qualifications.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

CONTRACTOR:

By: _____

Its: _____

UNION COUNTY, GEORGIA

By: _____

<RESPONSIBLE APPLICANT OFFICIAL>

(Seal)

Attest: _____

County Clerk