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DEBRIS CONTRACT BID SPECIFICATIONS

GENERAL

These specifications apply to the jurisdictions of Franklin County Fiscal Court. The term “Applicant Agent” will be used to refer to this entity. The purpose of these specifications are to inform contractors of the Applicant Agent’s requirements for removal and dispose of all eligible debris from the Applicant Agent of Franklin County, Kentucky Rights-of-Way (ROW) and public owned property. The area to be included as part of the contract is located within the boundary of Franklin County, Kentucky.

1.0 SERVICES.

- 1.1. The Contractor shall provide for debris removal and disposal of all eligible debris from the Applicant Agent ROW and publicly owned property.
- 1.2. The debris should be taken to an approved dumpsite (s), indicated on Annex G, Benson Valley Landfill located in Franklin County, Kentucky, unless otherwise directed by Franklin County Road Superintendent. All necessary permits shall be obtained by the Solid Waste Administrator or Road Superintendent.
- 1.3. The estimated amount of debris to be removed under the contract shall be determined by FEMA, **but not guaranteed**. The unit price on the individual bid schedules will be used for payment.
- 1.4. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. A representative of the Applicant Agent shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the Applicant Agent prior to beginning the work.
- 1.5. Haul and Dispose. All debris shall be hauled and disposed of in accordance with FEMA guidelines and the Franklin County Debris Management Plan (Plan attached). All roadways along the haul routes shall be documented and where possible State Routes shall be a priority. Transporting of debris shall be done in a safe and lawful manner. The work shall consist of clearing, separating and removing any and all eligible debris (see definitions of eligible debris and Benson Valley landfill waste restrictions) from public property only, including ROW of streets and roads. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris will be accepted by the landfill (items containing refrigerants and also tires must be separated and will be handled by the Applicant Agent; 2) loading and sorting the debris; 3) hauling the eligible debris to an approved dumpsite(s). Ineligible debris shall not be loaded, hauled, or dumped under the contract. The County shall be immediately notified of any ineligible debris placed at the right of way for collection. The Contractor is liable for separating all ineligible debris handled during the life of the contract.

The Contractor shall make a maximum of three (3) passes. The Contractor may be required to leave a minimum of one weekend between each pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Applicant Agent.

Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within

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the ROW shall be removed. The Contractor shall not enter onto private property during the performance of the contract. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level. The Contractor shall not enter onto private property during the performance of the contract, unless depth of debris exceeds right-of-way.

Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the Applicant Agent. The debris work area shall be left clear of debris and clean, as reasonably and practical under the conditions of the project.

- 1.6. The contractor shall use equipment and perform work in a manner to prevent damages to Applicant Agent's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the Applicant Agent. All tracked equipment shall be approved by the Applicant Agent prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- 1.7. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 1.8. The government reserves the right to inspect the site, verify quantities and review operations at any time.
- 1.9. All work shall be accomplished in a safe manner in accordance with OSHA standards.

2.0 LOAD TICKETS.

2.1. Load Tickets shall be used for recording the load information of debris removed for disposal. Load tickets furnished by Benson Valley Landfill are a document approved by the Applicant Agent. A copy of the load ticket to be used by the contractor shall be submitted for Applicant Agent approval prior to beginning work. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four color coded parts. An example load ticket is included as an attachment.

2.2. Each ticket shall contain the following information:

- Ticket Number
- Contract Number
- Date
- Contractor Name
- Truck or Roll-off Number (Truck and Roll-off must be decaled separately)
- Point of Debris Collection
- Loading Departure Time/Inspector
- Dump Arrival Time/Inspector

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- Debris Weight
- Tare Weight
- Truck Driver
- Debris Classification
- Debris Pick-up site (Road name and GPS coordinates)
- Dumpsite
- Debris Eligibility (Y/N)

NOTE: Each ticket shall be accompanied by a photograph of the pick-up site.

- 2.3. A minimum four-part load ticket will be issued by an Applicant Agent monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the certified scales, the vehicle operator shall give the entire four-part load ticket to the Applicant Agent monitor. The Applicant Agent monitor will verify the hauler and equipment and establish a weight of the eligible debris load. After documenting this data on the load ticket, the Applicant Agent monitor will give one copy to the vehicle operator. One copy is then given to the contractor; the original is kept by the Applicant Agent monitor and the fourth to FEMA. The original weigh ticket generated at the certified scales shall be attached to the original load ticket. Both the load ticket and the weigh ticket will be submitted with the daily report and must be reconciled daily, not to exceed 24 hours.

3.0 DEBRIS CLASSIFICATION

- 3.1. Eligible Debris Eligible debris is considered all storm related debris located within the right of way, Applicant Agent owned properties and defined below.

All debris from storm related damage will be accepted with the exception of tires, refrigerants and hazardous materials as outlined in _____ landfill waste restrictions.

4.0 PERFORMANCE SCHEDULE

- 4.1. The Contractor shall commence performance no less than twenty-four (24) hours of receipt of notice to proceed.
- 4.2. Prior to commencing debris removal operations a contractor shall, with the Applicant Agent's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every Monday.
- 4.3. All activity associated with debris operations may be performed during working hours of 7:00 am and 7:00 pm. The contractor may work six (6) days per week, excluding holidays and Sundays.
- 4.4. Maximum allowable time for completion will be ninety (90) calendar days, unless the Applicant Agent initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable Applicant Agent, state and federal law will equitably negotiate subsequent changes in cost and completion time.

5.0 EQUIPMENT

- 5.1. All trucks and other equipment shall be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment must be equipped with backup

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alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable per FEMA guidelines provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the Applicant Agent. The contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be weighed and marked for its tare weight. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor prior to use will inspect all equipment and provide the Applicant Agent proof of inspection.

5.2. Trucks and other heavy equipment designated for use under the contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:

- Company Name
- Truck Number
- Tare
- Inspected by and Date

An example sign is included in FEMA's Debris Management Guide.

5.3. Prior to commencing debris removal operations, the Contractor shall present to the Applicant Agent all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer shall be weighed to determine the tare weight. Each truck or trailer shall be numbered and clearly display the tare weight for identification with a permanent marking. The Applicant Agent may, at any time, request that the trucks be re-weighed. The Contractor shall notify the Applicant Agent each time a new truck, trailer or container is to be used under the contract.

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

5.5. Loading equipment used under the contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the Applicant Agent.

6.0 REPORTING

6.1. The Contractor shall submit an electronic report to the Applicant Agent during each day of the term of the contract. A daily operational report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number

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- Crew
- Location of work
- Day of Report
- Daily and cumulative totals of debris removed, by category
- Photographs of debris pick-up sites
- GPS coordinates of pick-up sites
- Map showing roads covered and individual pick-up sites
- Truck and Equipment

- 6.2. Discrepancies between the daily report and the corresponding weigh tickets shall be reconciled no later than the following day.
- 6.3. The contractor shall provide electronic documentation (Excel Spreadsheet) that includes pictures of specific debris that was picked up, GPS location for each load of debris, and electronically tracked load tickets. The contractor shall also provide electronic documentation that shows daily progress including road/structure imagery, addresses and GPS coordinates using an open source mapping program such as Google Earth.

7.0 OTHER CONSIDERATIONS

- 7.1. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of the contract.
- 7.2. The Contractor shall be duly licensed in accordance with the city's, state's and Applicant Agent's statutory requirements to perform the work.
- 7.3. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Applicant Agent.
- 7.4. The Contractor shall be responsible for 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 the contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.
- 7.5. The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.
- 7.6. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- 7.7. The Applicant Agent may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 7.8. The Contractor shall employ as many local residents and subcontractors as possible as part of the contract.

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8.0 FINAL DISPOSITION

Landfill disposal fees are the responsibility of the Applicant Agent.

9.0 MEASUREMENT

Measurement for all debris removed will be by the ton as determined by the eligible debris delivered to the certified scales minus the tare weight, as supported by the weigh ticket.

Measurement shall be documented by the weigh ticket.

10.0 INSURANCE

10.1. Prior to signing of contract, contractor agrees to furnish the Applicant Agent with all applicable certificates of insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements

10.2. The Contractor shall save and hold the Applicant Agent its agents and employees harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of the contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

11.0 PAYMENT

11.1. Payment for work completed may be invoiced on a semi-monthly basis. Invoices will be based on reconciled weigh tickets from the daily operational reports. Payment of any subcontractor is the sole responsibility of the primary contractor.

11.2. Time is of the essence to the performance hereunder and the Applicant Agent shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within thirty days following the date of hand delivery to the Applicant Agent's authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and one-half percent per month calculated from the expiration of the thirty day period until fully paid. Payment made is based on the post mark date or hand delivery date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.

11.3. For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the Applicant Agent's authorized agent shall hold 10% retainage until substantial completion of the contract value to insure performance of the contract. After substantial completion, retainage may be reduced to 5% until project closeout. Said cause and progress shall be determined by the Applicant Agent's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

11.4. The Applicant Agent may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed

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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.

- 11.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the Applicant Agent's authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the Applicant Agent's authorized agent including acceptable evidence of the satisfaction of all claims or liens. NOTE: Does not include claims between contractor and any of their subcontractors; contractor is responsible for all claims made by any of their subcontractors.

12.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

The Applicant Agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the Applicant Agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, the Applicant Agent shall make an equitable adjustment and modify the contract in writing.

13.0 TERMINATION OF CONTRACT

- 13.1 The contract may be terminated in writing at any time without cause for the convenience of the Applicant Agent. If this clause is executed, the Applicant Agent agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that may have been part of the original contract.
- 13.1. The contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the Applicant Agent within 24 hours of delivery of notice of said deficiency. The Applicant Agent 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.

14.0 WARRANTIES AND REPRESENTATIONS

- 14.1. The contract is binding upon and inures to the benefit of the Applicant Agent or Assigns and is the whole agreement of the parties and governed by the Law of the State of Kentucky. The appropriate venue for any litigation resulting hereunder is the Franklin Circuit Court, Kentucky.
- 14.2. The Contractor shall comply with all Federal, State, Applicant Agent, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform the contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

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15.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- 15.1. When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 15.2. Corrective Actions. If deficiencies are identified, the Applicant Agent must take action to correct those deficiencies using one, or in some cases a combination of, the following:
 - 15.2.1. Stop Unsafe Work. The DPW may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
 - 15.2.2. Issue a Stop Work Order. If the DPW Supervisor determines the deficiency is serious, the Applicant Agent can issue a stop work order.
 - 15.2.3. Reduced Value Deduction. The Applicant Agent may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the, Applicant Agent or another contractor rather than the Contractor under the contract. The amount of the deduction is equal to the value of the service(s) not performed.
 - 15.2.4. The Contract may be terminated.
- 15.3. The Applicant Agent may discuss corrective actions with the Contractor to prevent future occurrences.
- 15.4. The contractor shall be responsible for abiding by all Federal, State and local laws. If the Applicant Agent observes non-compliance of these laws the Applicant Agent will notify the Contractor, in writing. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of work stoppage until the actions are corrected. After receipt of such notice, contractor will immediately inform the Applicant Agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Applicant Agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

16.0 NOTICES

- 16.1. At the time of award, the Contractor shall designate, in writing including all contact information, an Applicant Agent Representative to receive any Notice required hereunder and who shall be available at the local work site in Franklin County, Kentucky, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the Applicant Agent at the time of award.
- 16.2. The only Applicant Agent personnel authorized to receive any Notice required hereunder is the Applicant Agent. Said Notice must be hand delivered during normal business hours to the location designated by the Applicant Agent.

17.0 OTHER CONTRACTS

The Applicant Agent reserves the right to issue other contracts or direct other contractors to work within the area included in the contract.

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18.0 ENCLOSURES/ATTACHMENTS

- Example Daily Operational Report
- Example Load Ticket
- Example Truck Placard
- Landfill Location Map

19.0 ACCEPTANCE OF A CONTRACT

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

The Contractor shall provide the Applicant Agent the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its Employees to the Applicant Agent.

The Contractor shall provide proof of adequate insurance that covers any and all liability arising from the debris removal process.

The Contractor shall provide proof of Workman's Compensation as required by the State of Kentucky.

As agreed upon by the Applicant Agent and _____ (Contractor name) local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor.

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ATTACHMENT 1

EXAMPLE DAILY OPERATIONAL REPORT

CONTRACT NO. _____

DAILY REPORT						
CONTRACTOR: CONTRACT NO:				DATE OF REPORT:		
Truck No.	Location of Work	Landfill Trips	Tonnage Totals	Local Collection Site Trips	Tonnage Totals	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
			DAILY TOTALS			

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ATTACHMENT 2

LOAD TICKET SAMPLE

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

Note: This is a four- part Form: Original goes to the Applicant Agent; Yellow to the Contractor; Pink to the Driver; Gold to FEMA

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ATTACHMENT 3

SAMPLE TRUCK PLACARD

Company Name

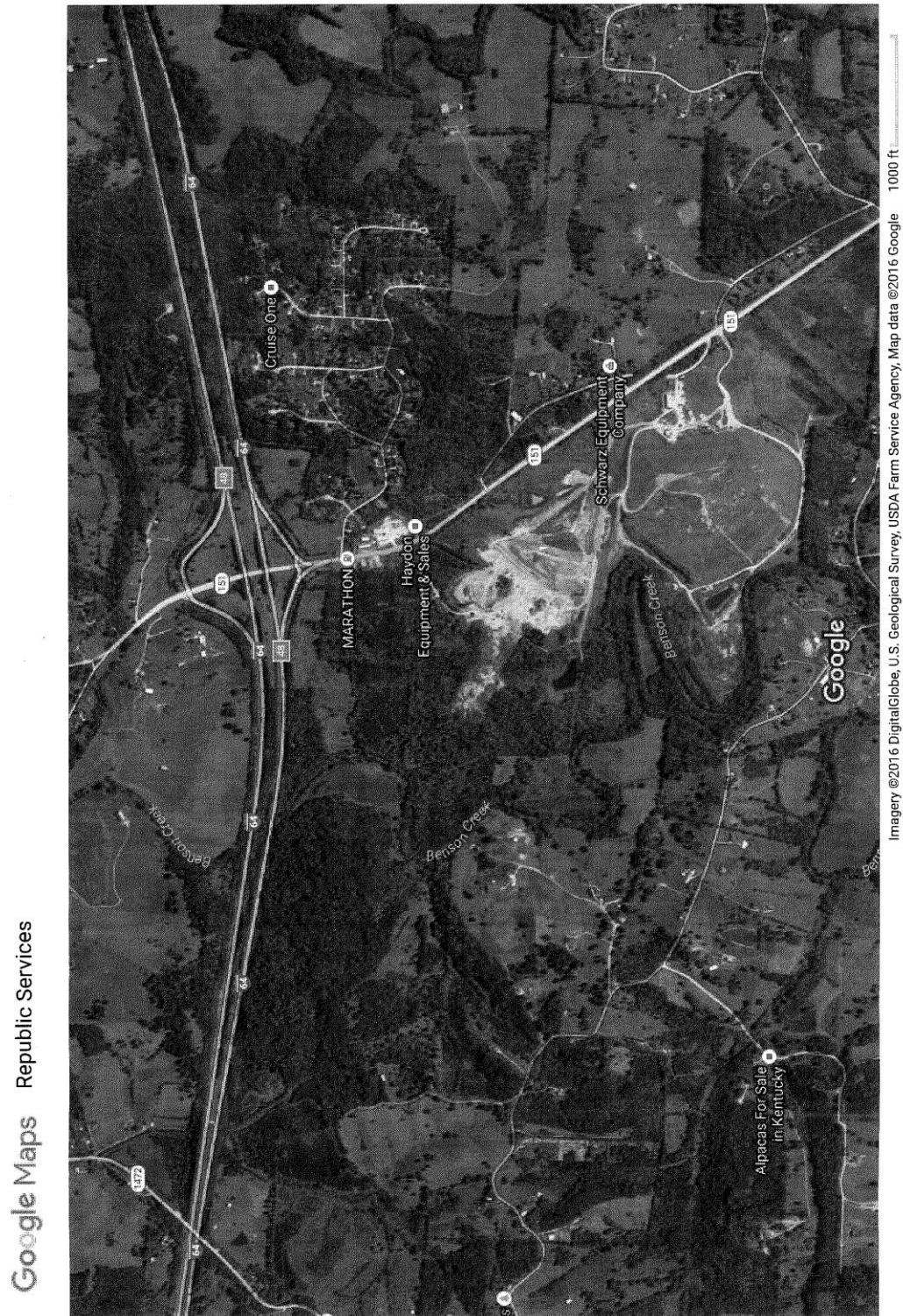
Truck Number

Tare

Weighed by and Date

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Map of Benson Valley Landfill Location – Franklin County, Kentucky



Google Maps Republic Services