

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

- 4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for **IFB 2020-243 On-Site Grinding, Mulching & Removal of Debris.**
- 4.2 Purpose: It is the intent of the following specifications to describe the immediate need for on site grinding, mulching and removal of debris services. Debris is routinely collected and pushed by Collin County personnel as a result of storm damage and land clearing for future roadway expansion and community development throughout the Collin County area. Contractor shall provide all labor supervision, materials and equipment, with operators, and support for his equipment (fuel, maintenance and repair) necessary for on-site grinding/mulching of natural (trees, brush, wood, and vegetation) brush piles to include removal and disposal of all roots or plant material and dirt to the natural ground level. Contractor will be required to separate all foreign material (wire, metal fence/posts, concrete etc.) located within the brush piles from the natural materials prior to grinding, and dispose of all foreign materials as required. The amount of brush to be ground will be determined by utilizing a handheld GPS device to determine width and length and multiple by the height of the pile to calculate the cubic yards. Contractor shall be responsible, if required, for trimming trees services on various roads in accordance with Section 4.26 of these specifications. **For the purpose of this bid, 'debris' shall be defined as resulting loose material after grinding and mulching.** See Attachment A for photos of **examples** of piles for Grinding and Mulching, piles after Grinding and Mulching, and area after all debris has been removed.
- 4.3 Term: Provide for a term contract commencing on October 1, 2020 through and including September 30, 2021, with the option of three (3) additional annual renewals upon agreement by both parties.
- 4.3.1 Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- 4.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 4.5 Price Reduction: If during the life of the contract, the Contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the

contracted price, it is understood and agreed that the County shall receive such price reduction.

- 4.6 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, and thirty-six (36) month anniversary date of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County and the Collin County Governmental Purchasers Forum reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County and the Collin County Governmental Purchasers Forum.
- 4.7 Contracts, Bonds & Certificate of Insurance: The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Certificate of Insurance in accordance with Section 3.0.

Each job assigned to the successful vendor from the result of award of this contract will require a separate Purchase Order. Payment and Performance Bonds (Exhibit A & B) will be required **for each purchase order issued** in accordance with Chapter 2253 of the Texas Government Code. If required, bonds shall be provided not later than ten (10) calendar days of notice from Collin County. Bonds shall be in the amount of one hundred percent (100%) of the ~~total contract price~~ **purchase order total** in such form as is satisfactory to Owner in accordance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law and on the form specified. These bonds shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any ~~Contract~~ **purchase order** changes.

- 4.8 Wage Rates: In accordance with the Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workmen needed to execute work of a similar character to the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all of his/her employees and subcontractors, if any, performing work on this project, and in no event shall the Contractor pay less than the rate shown in the these specifications. Collin County reserves the right to monitor vendor records to insure that these wage rates are adhered to. (See Attachment B)
- 4.9 Approximate Usage/Value: The approximate annual value of this contract is \$50,000. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Services will be ordered on an as-needed basis.

It is estimated that Collin County crews will generate approximately 50,000 cubic yards of debris per year. It is estimated that 1% of total estimated cubic yards will be foreign material. Your multiplier stated in line item 3 will be utilized to calculate the removal of natural material debris from site.

- 4.9.1 The County shall request and authorize services based on departmental need. The amount of brush to be ground will be determined by utilizing a handheld GPS device to determine width and length and multiple by the height of the pile to calculate the cubic yards. No minimum or maximum amount of work is guaranteed under the resulting contract.
- 4.9.2 A separate quote and subsequent Purchase Order will be required for each job site. No work shall begin on any job site until a Purchase Order is issued. County representative will verify quote measurements with contractor prior to issuing purchase order.
- 4.9.3 Collin County reserves the right to solicit separate bids for all individual projects which exceed \$50,000.00.
- 4.10 Inspection: Upon completion of each job, Collin County shall inspect the service(s) performed before accepting them. Contractor shall call and make inspection appointments with Collin County's designated representative (ROW Foreman) and furnish a written plan of action as to how and when corrections of any discrepancies will be accomplished. Collin County reserves the right to make periodic unannounced inspections without the Contractor being present.
- 4.11 Inclement Weather Conditions: Collin County will allow five (5) additional days for every day that there is a delay due to the weather for completion of services. Requests for additional days should be in writing to Collin County designated representative.
- 4.12 Permits, Safety, and Governing Law: Contractor shall be responsible for the following:
 - 4.12.1 Determining if permits are necessary to perform under the contract. If so, the Contractor shall obtain all permits necessary to complete the work.
 - 4.12.2 Instructing its employees in appropriate safety measures. The Contractor and its personnel shall adhere to the applicable safety requirements. The Contractor shall comply with local, State and Federal Safety and Health Requirements.
 - 4.12.3 Strictly complying with all applicable federal, state, and local regulations. Copies of any licenses, certifications, registrations and other requirements shall be provided with the bid submission; and, the successful bidder shall

provide follow-up evidence that as the successful bidder they maintain such credentials throughout the period of agreement.

- 4.12.4 Comply with EPA and OSHA cleanup and containment regulations for all equipment fluid spills, etc.
- 4.13 All foremen and workers shall have sufficient skill, proper license, and experience to perform work in an acceptable manner. Bidders shall have prior grinding/mulching experience, similar in size to that being requested by Collin County. Bidder shall submit three (3) acceptable references, listing current/prior contracts. The references shall state the agency, e-mail address, phone number, contact person and contract size. Failure to submit the references with bid submittal may result in rejection of bid. Please do not list Collin County as a reference.
- 4.14 Subcontractors: Contractor shall state names of all subcontractors and the type of work they will be performing. If a Contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the Collin County Purchasing Department.

The successful Contractor further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Contractor's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

- 4.15 The County will furnish no disposal or storage site. All debris shall be removed from the project site and disposed at a location other than County or adjoining property owner. The Contractor shall dispose of materials in a safe and efficient manner in accordance with all local, state and federal regulations. Successful bidder shall be required to leave the premises in a clean, safe and sanitary condition with the site re-graded to remove all wheel ruts as required. When leaving the property, the successful bidder shall make sure that the truck is covered with a tarp so as not to lose material along the way to the disposal site.
- 4.16 Mobilization Requirements:

- 4.16.1 Commence mobilization and remove debris upon notification from the County. No work shall be started, at any time, without the Contractor having a Purchase Order for each specific job or project.
 - 4.16.1.1 Non-emergency, low priority, where debris collected in no way inhibits the roadway or interferes with property owner's livestock or access to their property, Contractor shall commence mobilization in up to ten (10) calendar days after notification by the County.
 - 4.16.1.2 Non-emergency, high priority, where debris collected does inhibit the roadway in some manner or interferes with the property's owner's access to their property or livestock, Contractor shall commence mobilization in up to six (6) calendar days after notification by the County.
 - 4.16.1.3 Emergency situations where debris is collected as a result of storm damage or any other emergency situation as deemed so by the County, Contractor shall commence mobilization within twenty-four (24) to thirty-six (36) hours after notification by the County.
- 4.16.2 Contractor shall not begin work on any project without a Purchase Order. A quote from the Contractor will be requested for each project and the quantity will depend upon the County's need at the time of request. County representative will verify quote measurements with contractor prior to issuing purchase order.
- 4.16.3 Contractor may be required to mobilize to multiple locations based upon Collin County needs. All bidders shall provide information with their bid response as to how many locations and to what staffing level and equipment they are equipped to mobilize at any one given time.
- 4.16.3 Each mobilization will include debris within a one (1) mile radius.
- 4.17 Work Hours: Work hours for grinding and mulching will be from 7:30 a.m. to 3:30 p.m. Monday through Friday. Contractor may work past these hours, on weekends or holidays upon written approval by the Collin County Public Works department with copy of approval attached to the corresponding invoice.
- 4.18 Under the general oversight of the County, the Contractor shall supervise and direct all work, and workers related to the services. The Contractor shall maintain one qualified and accessible supervisor, which shall be responsible for the coordination of the field crews with Collin County. The name(s) of the supervisor, assistant or backup personnel or liaison officer's phone number shall be provided to the County prior to execution of work.

- 4.19 Equipment Requirements: For evaluation purposes the bidder shall submit with his/her bid a listing of all equipment to be used on this project. All equipment submitted for use on this project shall be maintained in satisfactory working condition to guard against injury to the grounds, county property, third-party property, persons or animals. Bidder's equipment that operates from public roads shall have a permanent rotating amber caution light mounted to the top of each piece of equipment along with an arrow board. Bidders are to own or currently lease and have operational ready all related equipment to perform this service. Bidder shall submit a list of this equipment giving year, make and model of machines to be used. Historically a tub grinder and/or a horizontal grinder has been utilized to perform the services described in this contract. Prior to recommendation of award of the contract, Collin County representatives may conduct an inspection of the bidder's equipment to determine if bidder at time of inspection owns or leases the operational equipment needed to complete the work described in these specifications, the bidder may be rendered non-compliant and the respective bid disqualified as determined by Collin County. After award, the successful bidder's equipment and personnel must be at all times readily available, mechanically sound and operationally ready to satisfactorily perform the volume of work required under this contract. Failure by the Contractor to maintain adequate, mechanically sound and operational equipment and/or staffing may result in termination of the contract due to non-performance.
- 4.20 Contractor shall be responsible for any property damage caused by the use of chemicals, vehicles, or other equipment while engaged in this contract.
- 4.21 Contractor shall furnish all required equipment, e.g. tub-grinders, horizontal grinders, front loaders, cranes with grapplers, dolly to mobilize grinding/mulching equipment, etc., within, or to and from each separate job site.
- 4.22 Equipment furnished shall be capable of processing/grinding tree root balls up to ten (10) feet in diameter, and tree trunks up to sixty (60) inches in diameter.
- 4.23 Contractor shall be required to haul off and properly dispose of mulched material as well as waste materials extracted from desirable mulch e.g. concrete, wire, steel fence posts, etc. Collin County reserves the right to haul off and dispose of either material, as determined to be in the best interest of the County.
- 4.24 Contractor shall be responsible for securing/handling all livestock while working on private property where livestock is present.
- 4.25 Other Services: Tree trimming, as needed, on various roads 14ft from the road centerline and up to 18 ft. height to keep roadway clear for emergency vehicles, farm equipment and school buses. Contractor shall be responsible for proper removal of all debris and vendor shall maintain and provide the required signage and flagmen for proper control of traffic.

- 4.26 Payment for the work specified herein will be made on the pertinent Purchase Order, after completion and acceptance of required paperwork, at the unit prices specified in the pricing schedule. All signed paperwork should be attached to the Purchase Order upon which payment is being requested. Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Collin County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.