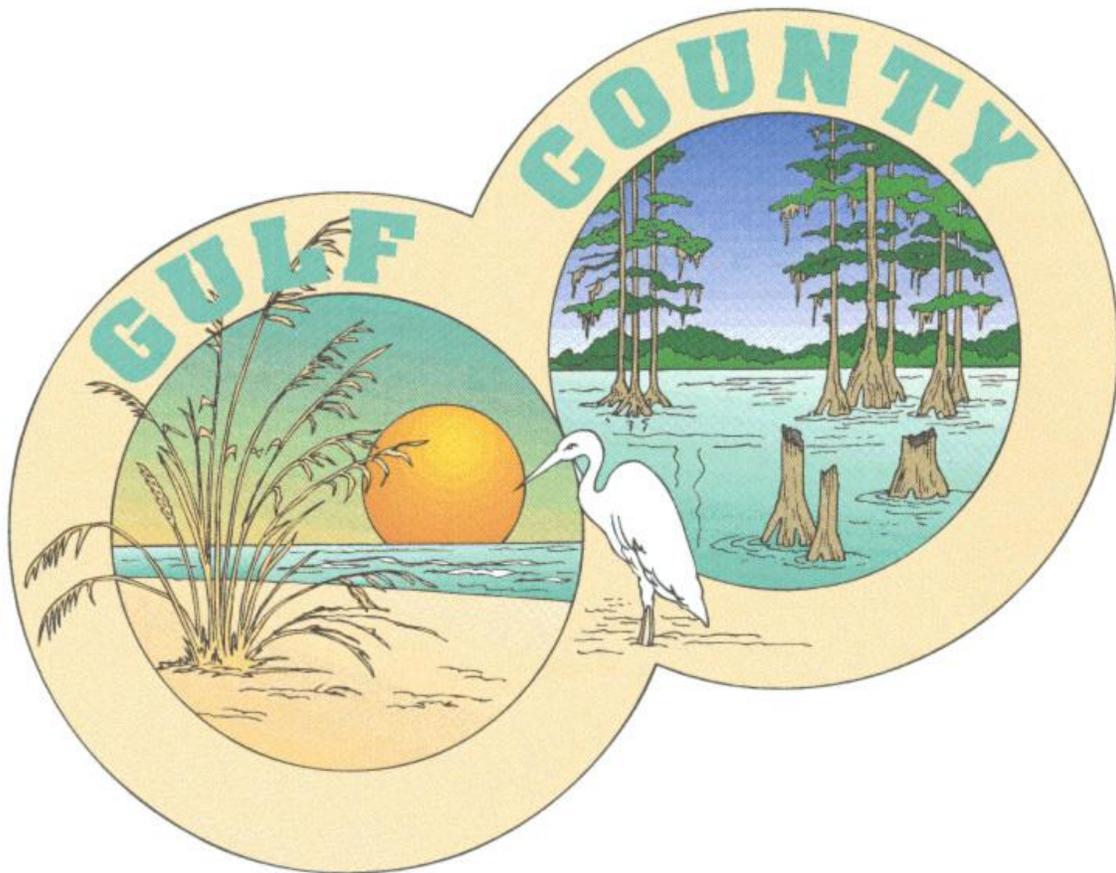


**DEBRIS REMOVAL  
(STANDBY CONTRACT)**



**BID #:1516-13**

**BID OPENS: April 18, 2016**

## NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Gulf County, FL, will accept sealed bids until Friday, April 15, 2016, for **Disaster Debris Removal (Standby Contract)**. Copies of bid provisions, bid forms, and specifications may be obtained from the Gulf County Clerk of Court, 1000 Cecil Costin Blvd. Port St. Joe, FL 32456; 850-229-6112.

The bids will be opened on Monday, April 18, 2016 at 10:00 a.m., E.T. (local time). All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and "**Bid on Disaster Debris Removal (Standby Contract) to be opened at 10:00 a.m., E.T. on Monday, April 18, 2016**". The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Board of County Commissioners Meeting Room 1000 Cecil Costin Blvd. Port St. Joe, FL 32456.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Gulf County, and to waive any irregularity or technicality in bids received. Gulf County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Clerk of Circuit Court  
Attn: Rebecca Norris  
Gulf County Courthouse  
1000 Cecil Costin Blvd.  
Port St. Joe, FL 32456

Board of County Commissioners  
Gulf County  
Ward McDaniel  
Chairman

Date

# SPECIFICATIONS

**BID #: 1516-13**

**BID ITEM: DISASTER DEBRIS REMOVAL (STANDBY CONTRACT)**

The purpose of this document is to solicit bids from qualified contractors for the removal of debris generated as a result of damage sustained during or as a result of a disaster (natural or otherwise) occurring in Gulf County. The resulting contract will be activated as needed in the event of a disaster.

**A. OBJECTIVES:** Inherent within this plan are:

1. Fast mobilization and high removal capacity.
2. Environmentally acceptable handling and removal of debris.
3. Minimization of impact to surrounding residential and business communities.
4. Efficient handling and removal (the contractor shall have sufficient crews and equipment to remove all debris in a timely manner).
5. Contractor must show knowledge of, and ability to comply with all FEMA procedures and documentation requirements, as well as all Federal, State, and Local guidelines.

**B. EQUIPMENT:** Will be mobilized to designated zones for debris removal. Each contractor furnished crew will consist of a minimum of:

1. Specify the minimum amount and types of equipment you will furnish.
2. Personnel you will furnish to ensure safe operation and traffic control. **A minimum of one (1) flagman** will be furnished with each crew.
3. In the event equipment assigned to a designated area breaks down, it will be repaired or replaced within 24 hours.

**C. ACCESS:** The County will make every effort to guarantee access to County approved temporary debris sites. The contractor will provide equipment and personnel for the operation of the county approved Debris Reductions Sites.

**D. ALTERNATE WORK WITH THE CONTRACTOR TO FIND OTHER SITES:** In the event other locations are required, Gulf County will coordinate these locations and negotiate a hauling rate based on mileage.

- E. HAZARDOUS WASTE:** Any hazardous waste found shall be segregated from other debris, secured and set aside, and the County notified. The Contractor shall be responsible for removal, transportation and disposal for all hazardous materials.
- F. DEBRIS REMOVAL:** Debris removal shall be limited to the following separated categories (the contractor will make a continuous effort to separate):
1. Burnable/grindable – trees, vegetation, miscellaneous lumber, wood waste, etc. (Treated lumber; docks, walk ways etc. cannot be ground or burned and must be separated).
  2. Construction/Demolition debris – miscellaneous concrete items, metal, shingles, plaster, glass, furniture, etc.
  3. White goods – stoves, refrigerators, dryers, water heaters, etc.
  4. Tires.
  5. Electronics
  6. **NO Household Garbage or Household Hazardous Material.**
  7. Failure to separate as above can result in contract termination.
- G. GRINDING:** The County may require the services of grinders. On the bid sheet, quote a per ton price for grinding. If grinding is required, the contractor will make every effort to adhere to all safety requirements and will make every effort to protect the grinding site from damage. Contractor also agrees to clean up the grinding site upon completion of work.
- H. HOURS OF OPERATION:** Unless otherwise directed by the County, no work shall be done on Sunday or between the hours of 10:00 p.m. – 6:a.m. (Exception can be negotiated with Staff).
- I. HAUL DISTANCE:**
1. Haul distance for each zone reflects the distance from the approximate center of each zone to the approved site. No differential payment will be made for pick ups anywhere else within the zone.
  2. The County reserves the option to divide existing zones or create new zones on an "as needed" basis as the situation demands.
- J. METHOD OF REMOVAL:**
1. Debris can only be removed from public property, i.e., the right-of-way easement. Permission to do otherwise must be obtained from the County

Project Manager. The contractor shall leave all standing trees and vegetation intact.

2. All debris specified must be removed.
3. All crawler or tracked vehicles must have pads to prevent pavement damage.
4. Any cavity or hole resulting from debris removal shall be rough graded to remove hazardous conditions.
5. Backfill material and all work necessary to backfill and grade shall be included in the price of debris removal.
6. The County Project Manager may prioritize work areas within the zones. If so, the contractor shall cooperate and respond according to the County priority list.
7. All loose debris (such as tree limbs) shall be compacted on the hauling vehicle by the use of loading equipment.
8. All debris extending beyond the truck in any horizontal direction shall be cut off even with the truck or removed.
9. Adequate means of containing loads while transporting will be provided. **Debris must be prevented from being blown or bounced off** transport vehicles. All trucks must be equipped with a tailgate.
10. Paved areas must be cleaned to the satisfaction of the Project Manager after clearing.
11. Areas repaired by the contractor, such as ruts and gouges, shall be repaired to original condition.
12. Daily reports shall be submitted to County representatives showing roads cleared during the past 24 hours.
13. Tree trunks must be cut in ten (10) foot lengths or shorter.
14. Multiple passes through roads/neighborhoods may be required by the Project Manager.
15. The County entity shall have a monitor with each crew and will have a monitor in the unloading area.

**K. STORAGE OF EQUIPMENT:** The contractor shall be responsible for locating areas in which to store their equipment. Such areas shall not be located within right-of-ways or in areas which create a traffic/safety hazard.

**L. PROPERTY PROTECTION:**

1. The contractor shall use every method at their disposal to protect all properties they are working on/around. If the County Project Manager finds unnecessary damage to properties (public or private), the County shall invoke its authority to immediately terminate the contract and pay the contractor for work completed to date. The termination shall be effective **immediately** upon written notice by the County to the contractor.
2. The contractor will assume responsibility for and correct any damage caused.
3. The contractor shall be held responsible for repairing or replacing property damaged by the contractor to the satisfaction of the County.

**M. PRE-BID CONFERENCE:** A pre-bid conference will be held with bidders, County representatives and representatives of other local municipalities. The meeting will be held March 30, 10AM EDT, at the Gulf County EOC Building, 1000 Cecil Costin Blvd., Port St. Joe, FL 32456.

**N. DEBRIS MANAGEMENT SITES (AVAILABLE AT OR AFTER PREBID CONFERENCE):** The contractor may haul to and deposit debris at the available sites. The contractor will be responsible for all tipping fees for disaster debris the contractor delivers to a landfill or final disposal site during the contract time.

**O.** The contractor shall be responsible for marking all hauling equipment on the driver's door with the following information:

1. Contractor's company name.
2. Truck #.
3. Truck Capacity.

**P. GULF COUNTY BOARD OF COUNTY COMMISSIONERS COMPENSATION (Bid prices will include all labor, tools, equipment, materials necessary to do the job).**

1. Before any vehicle is used for hauling, each vehicle shall have its empty (tare) weight and volume capacity established by weighing or measuring at the Five Points Landfill.
2. At the County approved site, contractor employees will log in (as appropriate):
  - a. Arrival time/date.

- b. Incoming weight/volume.
  - c. Truck #.
  - d. Departure time.
  - e. Tipping scale tonnage if scales are utilized at the dumping site. (departing weight/volume).
3. Hand tickets will be provided to drivers. It is the driver's responsibility to forward all tickets to the contractor.
  4. Payment will be upon submission of two (2) copies of contractor's invoice to:

Gulf County Solid Waste Department  
1001 Tenth St.  
Port St. Joe, FL 32456

**This address is strictly for the Board of County Commissioners. All other government entities will provide a separate billing address. Frequency of payment will be negotiated with County Staff.**

5. Compensation will be paid on a **"per ton or cubic yardage" bid price** (see attached bid sheet).
- Q.** Contractor understands that Florida State Department of Transportation may assign clean up crews/equipment within Gulf County to assist with recovery. The contractor will assign **no** penalty to Gulf County or any other public entity due to the acceptance of this assistance.
- R.** Although this bid is based on needs generated by major storms (i.e., hurricanes), the County may use this contract in the event of other natural disasters (i.e. floods, tornadoes, etc.).
- S. **ACTIVATION:**** The County shall retain the option to activate whatever zones it deems appropriate, to add zones as it deems necessary, and to divide zones among contractors. If, in the County's opinion, the debris within a zone cannot be cleared in a timely manner by the contractor of the zone, a second vendor may be called in to assist with the debris removal. If a work order is issued, the contractor shall have 48 hours from the issuance of the work order to mobilize and be on site as directed by the County.

**Note: Ability to mobilize within 48 hours?**

Yes \_\_\_\_\_ No \_\_\_\_\_  
Contractor Initial Above



E. Awarded as lowest, best bid on \_\_\_\_\_

## **SPECIAL BID CONDITIONS**

- 1. Information:** Contact Lee Collinsworth, Gulf County Project Manager, 850-227-1401, for any additional information regarding these specifications. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders.
- 2. Accident Prevention:** Precautions shall be exercised at all times for the protection of persons and property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same. Barricades shall be provided by the bidder when work is performed in areas traversed by persons or when deemed necessary by the County Project Manager.
- 3. Permits:** The contractor shall be responsible for obtaining any necessary permits.
- 4. Minimum Qualifications:** Bids will be considered only from firms which are regularly engaged in the business of providing disaster debris management and removal services. Minimum qualifications to be recommended for award are:
  - a. Proof of having been in business for a minimum of three (3) years within one of the following occupations:
    1. Bulk hauling of debris or fill
    2. Construction involving earth removal
    3. Demolition work
    4. Industrial grinding
  - b. Proof of ownership, long term lease (12 months or more), or proof of ability to acquire a minimum of:
    1. **4** mobile knuckle boom loaders
    2. **12** 20-cubic yard trucks or 40-cubic yard tandems
    3. **3** 4 yard front end loaders
    4. **2** bulldozers
    5. Capability of providing additional crews as required
  - c. Acceptable proof would be copies of past years' tax returns, copies of past occupational licenses, etc. Bidders shall be given up to seven (7) calendar days after bid opening to provide required proof. Failure to provide requested documentation may result in the bid to be found "non-responsive."
  - d. Contractor must show ability to comply with all FEMA procedures and documentation requirements, as well as, all Federal, State, and Local guidelines.

- 5. Additional Work:** The County shall retain the option to add zones or to divide zones if it deems necessary. An additional contractor may be called in to assist with the debris removal, if, in the County's opinion, the debris within a zone cannot be cleared in a timely manner by the contractor of the zone.
- 6. Terms of Contract:** This contract shall be effective upon completion of a signed agreement and will extend for one year from date of execution. Price adjustment at renewal time will be considered, with the County reserving the right to reject any and all increases and putting the contract back out for bid. This contract may be renewed for up to three (3) years at a time if agreeable between the contractor and the County.
- 7. Award of Contract:**
- a. Gulf County will provide the contractor(s) awarded this bid a more detailed map of all zones. The County reserves the right to award this contract to multiple bidders.
  - b. Upon receipt of a "Notice to Proceed", the contractor shall commence work within 48 hours.
  - c. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform a Gulf County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner.
  - d. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Gulf County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Gulf County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
  - e. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgement will best serve the interests of the County.
  - f. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal.
- 8. Liquidated Damages:** Should the contractor fail to commence work for the Gulf County Board of County Commissioners within two (2) calendar days or should the contractor fail to continue the work in an expeditious manner, the contractor shall be subject to a One Thousand Dollar (\$1,000.00) per day assessment for liquidated damages. This sum will be deducted from monies due the contractor.

9. **Specification Exception:** Bidder shall clearly list any changes in the bid specifications. Bidders must explain any deviation from the bid specifications, in writing, as a footnote on the applicable bid page. Failure of the bidder to comply with these provisions may result in the bidder being disqualified.
10. **Addition/Deletion of Items:** The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
11. **Bankruptcy/Reorganization:** Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
12. **Bid Bond:** Bidders are required to submit a Bid Bond, Cashier's or Certified Check in the amount of \$1,000 payable to the Gulf County Board of County Commissioners. Any bid proposal which is not accompanied by a bid guaranty shall be considered non-responsive and ineligible for award. All bidders shall be entitled to the return of the bid bond within ten (10) calendar days after execution of a contract between a successful bidder and Gulf County.
13. **Performance Bond/Payment Bond:** The bidder to whom a contingent award is made and is notified of activation of the contract for an event, shall duly execute and deliver to the County a Performance and Payment Bond in the amount of **\$1,000** per zone. The completed form shall be delivered to the County within 10 calendar days after award by the Board of County Commissioners. If the bidder fails to deliver the Payment and Performance Bond within this specified time, the County shall declare the bidder in default of the contractual terms and conditions. The County shall not accept any proposal from the bidder for a twelve (12) month period following such default.
14. **Bid Opening Information:** Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. **NOTE:** Port St. Joe, Florida is "**not a next day guaranteed delivery location**" by delivery services.
15. **Public Entity Crime Information:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
16. **Conflict of Interest Disclosure Form:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Gulf Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of, submission of the proposal, must file a statement with the Clerk of Circuit Court of Gulf County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

**Note: This certification form is enclosed and is made a part of the bid package for bidder's convenience.**

- 17. Identical Tie Bids:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

**Note: This certification form is enclosed and is made a part of the bid package for bidder's convenience.**

- 18. Recycled Content Information:** In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid any information available regarding recycled material content in the products bid.
- 19. Bid Tabulation Sheet:** Any bidder interested in receiving a copy of the bid tabulation sheet **must** enclose a stamped self-addressed envelope with their bid.
- 20. Cancellation:** Gulf County reserves the right to terminate the contract effective **immediately** for just cause. Gulf County reserves sole right to determine if just cause exists. Gulf County reserves the right in the case of termination for default to re-procure services from the next best responsive, responsible bidder or to re-solicit the services.
- 21. AUDITED FINANCIAL STATEMENTS:** Contractor shall provide either in hard copy or as a link, audited financial statements for the two years prior to this bid.

# INSURANCE REQUIREMENTS

## Contractor's Insurance

1. The Contractor shall not commence any work in connection with this agreement until he has obtained all required insurance and such insurance has been approved by the Gulf County Risk Management Officer nor shall the Contractor allow any subcontractor (approved by Gulf County) to commence work in this subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best's Key Rating Guide published A.M. Best & Co., Inc.
3. The Gulf County shall be furnished proof of coverage by a certified, complete duplicate of all insurance contracts including every endorsement. The complete insurance contracts must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between Gulf County and the Contractor. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement.
4. The insurance definition of Insured or Additional Insured shall include subcontractor, sub-subcontractor and any associated or subsidiary companies of the Contractor that are involved and which are part of the contract.
5. The Gulf County reserves the right during the term of this contract to request additional certified copies of any insurance contracts to support any Certificates of Insurance. At any time the insurance coverage is unacceptable to the Gulf County, the County reserves the right to terminate this contractual agreement.
6. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the workers compensation coverage.
7. All policies shall be written so that the Gulf County will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the County representative.
8. All insurance contracts should list Gulf County as an Additional Insured. The Contractor shall provide the County current Certificates of Insurance for all policies.

## **Workers' Compensation Insurance**

1. The Contractor shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of Gulf County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the Gulf County not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by Gulf County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## **Business Automobile and Public Liability Insurance**

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Public Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On- and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. The aggregate limit of liability shall apply only to the locations included in this Agreement if the insurance is issued with an aggregate limit of liability. Should the available limits of insurance reduce to less than those stated in the Limits of Liability, as the result of any claims or other reasons, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Public liability coverage shall be endorsed to include the following:
  - A. Premises – Operation Liability
  - B. Occurrence Bodily Injury and Property Damage Liability
  - C. Independent Contractor's Liability
  - D. Completed Operations and Products Liability

5. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

**Limits of Liability**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Worker’s Compensation	
1) State	Statutory
2) Employer’s Liability	\$1 million each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000

**Notice of Claims or Litigation**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice within ten (10) days of the Contractor’s knowledge describing the incident or claim. Verbal notification shall be given the same day the Contractor becomes aware of the incident or claim in the event such incident or claim involves injury or property damage to a third party. A detailed written report is to be made within ten (10) days.

**Indemnification & Hold Harmless**

The Contractor, to the fullest extent permitted by law, shall indemnify and hold harmless Gulf County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Certificate of Insurance**

1. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Gulf County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company’s liability under this policy shall not be reduced by the existence of such other insurance.

2. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Gulf County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Gulf County Board of County Commissioners  
1000 Cecil Costin Blvd  
Port St. Joe, Florida 32456

3. All policies shall require 30 days written notice to Gulf County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
4. All certificates shall be subject to Gulf County's approval of adequacy of protection and the satisfactory character of the Insurer.
5. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by Gulf County. All deductibles or SIRs, approved by Gulf County or not, shall be the Contractor's full responsibility. The Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

The entities listed as Additional Insured will in no way be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Gulf County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

6. In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Gulf County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by Contractor upon presentation of a bill.

## **General Terms**

Any type of insurance or increase of limits of liability not described above, which the Contractor required for its own protection or on account of statute, shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Gulf County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

### **Umbrella Insurance**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. The combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement in all instances.

# INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless GULF COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

\_\_\_\_\_  
DATE

# CONFLICT OF INTEREST DISCLOSURE FORM

All bidders/proposers must disclose if any Gulf County Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is an owner, corporate officer, agency, employee, etc., of their business. This is for purposes of determining any possible conflict of interest.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

# DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

# EVALUATION SHEET RANKING OF DEBRIS REMOVAL

**GULF COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
CRITERIA FOR RANKING:**

<b>FIRM</b>	<b>A. KNOWLEDGE 0 – 10</b>	<b>B. PROFESSIONAL EXPERTISE 0 – 10</b>	<b>C. EXPERIENCES W/SIMILAR PROJECTS 0 - 10</b>	<b>D. LOCATION - AVAILABILITY 0 – 40</b>	<b>E. FEES 0 – 40</b>	<b>F. REFERENCES 0 – 10</b>	<b>TOTAL</b>

To avoid duplication, the Project Manager or Designee will contact and rank references.

Signature of Rater: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# CONTRACT

This agreement, in sextuple, executed in Port St. Joe, Florida this \_\_\_\_\_ day of \_\_\_\_\_ 2016 between the County of Gulf, Florida, the Owner, hereinafter called the Party of the First Part, and \_\_\_\_\_ or its successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

## WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to do and perform all work **related to Debris Removal – Bid #1516-13 per the attached pricing sheets** in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

As security for the full and faithful performance of this contract and all the incidents thereto, the Party of the Second Part will furnish a Payment and Performance Bond upon activation of the contract.

The Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications in consideration of the foregoing promises

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

**REPRESENTATIVES:** The authorized representative of the County shall be:

Mark Cothran  
Gulf County Public Works  
1001 Tenth St.  
Port St. Joe 32456  
850-227-1401  
E-Mail: [mcothran@gulfcounty-fl.gov](mailto:mcothran@gulfcounty-fl.gov)

The authorized representative for \_\_\_\_\_ shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-Mail: \_\_\_\_\_

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Don Butler  
Chief Administrator  
1000 Cecil Costin Blvd.  
Port St. Joe, FL 32456  
850-229-6106 / 850-229-9252 (FAX)  
E-Mail: **dbutler@gulfcounty-fl.gov**

**IN WITNESS WHEREOF**, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Gulf, Florida, the Owner, and the said \_\_\_\_\_ has hereto fixed his signature, the day and year above written.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

**BY** \_\_\_\_\_

\_\_\_\_\_

**TITLE**

**STATE OF FLORIDA  
COUNTY OF GULF**

This contract is accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2016 and is effective on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**ATTEST:**

**COUNTY OF GULF, FLORIDA**

\_\_\_\_\_  
Becky Norris  
Clerk of Court

**BY** \_\_\_\_\_  
Ward McDaniel, Chairman

Remarks:

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**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties regarding this bid. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Federal ID # or SS #

## MARK UP SHEET

Cubic yard    Per Ton

Price for load picked up within the designated work zone, hauled to and dumped at temporary debris site within Gulf County		
Price for reduction of the four (4) types of debris at temporary debris site		
Clean construction & demolition (C&D)		
Clean vegetation		
Contaminated construction & demolition (mixed vegetation and C&D)		
Reduction by chipping and grinding		
Price for transporting clean vegetation and clean C&D to lawful landfill or disposal site within Gulf County (Tipping fees will be a pass through to the County) or other designated site.		
One unit price to cover both pickup & final disposal of each white good (to include removal and recovery of freon in accordance with all federal, state and local rules, regulations and laws) to a Gulf County Landfill other designated site.		
Price for pickup of ROW debris and direct transportation to a lawful landfill or disposal site within Gulf County (Tipping fees will be a pass through to the County.)		
Hazardous stumps on ROW or public property (The contractor and County shall measure each stump 3' above the normal ground level to determine diameter of the trunk.)		
Up to 24"		
24" to 48" diameter		
Greater than 48" Diameter		
Emergency Road Clearance - Equipment hourly rates (To include operator, fuel, maintenance and repair.)		
Demolition of structures		
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