

HENDERSON COUNTY GOVERNMENT
IS SEEKING BIDS ON THE FOLLOWING.

DESCRIPTION OF SERVICE/PRODUCT:	Storm clean-up by quadrant. Specific instructions/guidelines must be picked up at the Henderson County Courthouse (Mayor's or Finance Office) or online at www.hendersoncountyttn.com (click on Finance Dept, then bids link)
CONTACT FOR ADDITIONAL INFORMATION:	Steve Vineyard, 968-9201 or Jim McKee, 968-1567
ADDRESS TO MAIL/BRING BIDS:	Henderson County Finance 17 Monroe St, 2 nd Floor PO Box 495 Lexington, TN 38351
DATE/TIME BIDS MUST BE RECEIVED AND WILL BE OPENED:	February 27, 2013 9:00AM
ADDITIONAL BID REQUIREMENTS:	Proof of insurance and license is required with the bid. In accordance with TCA 62-6-119, when a bid is in excess of \$25,000, the name, license number, expiration date and license classification of contractor must appear on the outside of the bid envelope or in the submission of the electronic bid. A performance bid is required with this project. Refer to specific instructions.
EEO:	Henderson County Government/Highway/Solid Waste/ Henderson County BOE reserves the right to reject any and all bids. Henderson County Government/Highway/Solid Waste/ Henderson County BOE is an equal opportunity employer. www.hendersoncountyttn.com

2013 DEBRIS REMOVAL CONTRACT

(To be executed by successful contractor)

This contract made this ____ day of _____, 2013, by and between _____, herein called the "Contractor" and Henderson County, Tennessee, herein called the "County."

WITNESSETH: That the Contractor and the County for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK

The contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, and insurance provided by the published Debris Removal Specifications (hereinafter "Specifications") attached hereto, required to perform and complete in a workmanlike manner the removal of vegetative debris as set out in the specifications for QUADRANT _____; all in accordance with the specifications attached hereto and in strict compliance with the contractor's proposal and other contract documents, herein mentioned as component parts of this contract. The contractor shall do everything required by this contract and other documents constituting a part hereof and in the manner specified herein.

ARTICLE II. CONTRACT PRICE

The owner shall pay to the contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price as follows:
\$ _____.

The County, in case the work under this contract is not completed within the time required, or within an extended time approved in writing by the County, is authorized to take charge of the work and finish it at the expense of the contractor and his sureties and to apply the amount retained from estimates to the completion of the work.

The final payment shall be made within 30 days after completion and acceptance of the work included in this contract. However, the County may withhold the specified penalties from the payments for reasons set forth in the general or special specifications.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or if not attached, as if the same were hereto attached.

1. Contract.
2. Specifications.

The contract documents form a complete unit and requirements called for by one are as binding as if called for by all. In case of conflict between Contract and Specifications, the Specifications shall govern. special Specifications shall control over general Specifications.

ARTICLE V. OBSTRUCTION OF ROADS

If the contractor shall in any manner obstruct a road, he shall take necessary efforts to warn oncoming motorists of such blockage including but not limited to the use of a flagman or other methods of controlling access, and shall be liable for damages caused by failure to do so; and such contractor shall further be liable for all damages caused by the negligent digging up of roads, utilities, or public grounds or which may result from his carelessness in the prosecution of such work. The contractor shall also be bound by any further requirements of the specifications on this point.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in Two original counterparts on the day and year first above written.

Henderson County, Tennessee

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT:
DEBRIS REMOVAL
SPECIFICATIONS

HENDERSON COUNTY CLEANUP
2013 DEBRIS REMOVAL SPECIFICATIONS
LIST IS NOT ALL INCLUSIVE. REFER TO CONTRACT.

Bid Dates:

1. Bid packets are available for pickup on February 12, 2013.
2. Bids must be received in the Henderson County Finance Department as directed in the published bid specifications, by 9:00 am February 27, 2013.
3. Bids will be opened at 9:00 AM on February 27, 2013.
4. Performance bond will be required by each awarded contractor for a minimum of the bid amount. Proof of liability insurance and workers compensation insurance is also required with the bid.

Bid Sections:

5. The storm affected area has been divided into eight (8) quadrants or sections.
6. Contactors are to provide bids in dollar amounts by quadrant number as designated on the map that will be included in the bid packet.
7. Vendors may bid on one (1) quadrant or as many quadrants as they can successfully remove the vegetative debris within the designated time period.

Time Frame:

8. Awarded bidders begin work on March 1, 2013 with a final completion date of March 31, 2013.
9. Successful bidders who fail to complete the vegetative debris removal from the quadrants for which they were the successful bidders by MARCH 31, 2013 will be required to pay the dumping fee at the Lexington Land Fill AND A \$200/DAY LATE PENALTY TO THE COUNTY GOVERNMENT.

Special/Specific Requirements:

10. Successful bidders will have the option of removing the vegetative debris in the form of chips or ground product or in the intact vegetative state. *Vegetative debris* is classified in this contract as trees, tree tops, logs, brush, or stumps. Stumps to be removed are those that are not connected to the soil or ground.
11. Trees that are leaning toward the road or otherwise deemed as a safety hazard to traffic will be clearly designated by the Henderson County Road Department and are to be removed by the successful bidder.
12. Successful bidders are only allowed to remove vegetative debris from the right-of-way on *roads designated by the road list provided by the Highway Superintendent*.
13. Successful bidders are not to remove building materials and metal which is the responsibility of the property owner. Under the terms of this contract, successful bidders are not allowed to do any work for private property owners. Any such work with private property owners must be under a separate contract at a separate time.
14. Awarded bidders will haul the vegetative debris to the **Lexington Land Fill at no cost** to the contractor for the dumping fee.
15. Successful bidders are **required** to provide a receipt from said land fill to the **Henderson County Road Supervisor** (Steve Vineyard or his appointee) that includes the name of the vendor, truck number, name of truck driver and the weight of each load converted to cubic yards.
16. Any damage caused by the successful bidder to roads, bridges, culverts and right-of-way will be the responsibility of the successful bidder. Damages caused by contractor will be billed by the Highway Department to the contractor.

