

# WICHITA COUNTY, TEXAS

## FEMA Buyout Program **DEMOLITION/CLEARANCE BID PACKAGE**

### Demolition/Clearance/Disposal Plan 2017

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**WICHITA COUNTY, TEXAS**  
2017 Hazard Mitigation Grant Program  
Demolition/Clearance/Disposal Plan

**I. Purpose**

The purpose of this plan is to outline policy and procedures for removing structures and debris from the 100 year flood plain bought by Wichita County as a part of the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program.

**II. Definitions**

**Demolition:** Structures or parts of structures including slabs on grade and underground utilities that are destroyed for the purpose of disposal at some other site.

**Clearance:** Structures or parts of structures that are moved from the site to another site out of a FEMA designated flood plain/floodway.

**Disposal:** Debris from demolished structures or remains from cleared structures which is removed from the site to another site in accordance with local, state and federal statutes.

**III. Policy**

WICHITA County will have a two-tiered policy with respect to demolition/clearance/disposal of structures in this program.

A. Homeowner Salvage

1. The homeowner under his/her contract with the County has the first right to purchase his/her house and/or demolish same.
2. In the event of a sale, a purchase value will be set which reflects a lawful purchase of property in consideration for improving the property as set forth in a separate agreement with the County.
3. Relocation of the house must be to property that is not in any FEMA designated flood plain/floodway.
4. Proof of relocation site ownership and Flood Insurance Rate Map (FIRM) status i.e. not in the flood plain/floodway must be provided to the County prior to the sale of the structure.
5. The structure must be removed by a contractor which meets the requirements set forth in Section V. of this plan.

B. Private Contractor Salvage or Demolition

1. Private contractors in accordance with State bidding laws will submit bids to demolish structures.
2. If a private contractor salvages a structure as a part of his demolition bid then he/she shall also meet the requirements of items 3-5 stated in Homeowner Salvage above.

**IV. General Requirements for Homeowner Purchasers, Relocation Contractors and/or Demolition Contractors**

- A. Purchasers and/or Contractors shall be responsible for satisfying all federal, state and local safety, health, environmental, hazardous substance removal and abatement regulations and all other applicable regulatory requirements not previously mentioned.
- B. Purchasers and/or Contractors shall indemnify and hold WICHITA County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from the purchaser's or contractor's performance.
- C. Purchasers and/or Contractors shall be responsible for bringing the County-owned existing house site to a natural state, including the removal of all surface and subterranean utility and other manmade structures.
- D. Purchasers shall enter into a contract with the County as shown in Exhibit A. Contractors shall enter into a contract with the County as shown in Exhibit B.
- E. All work pertaining to any structure removal and site restoration to a natural state shall be completed within ninety (90) days of property acquisition by the County.
- F. Any requested time extension shall be submitted to the State Division of Emergency Management Hazard Mitigation Office for approval.

**V. Contractor Eligibility Requirements**

Approval of contractors whether hired by the County or Homeowner Purchasers will be based upon the following:

- A. Verification of past workmanship will be based on a list of previous jobs to be submitted on the first project for which he/she has submitted a bid proposal.
- B. A contractor shall not commence work for the Program until he/she has obtained all insurance required as described below and such insurance has been approved by the County nor shall the contractor allow any subcontractor to commence work. The contractor shall submit satisfactory proof of carriage of the following insurance requirements:

Worker's Compensation Insurance - The contractor shall take out and maintain during the life of work with the County, Worker's Compensation Insurance for all employees at the site of the project(s). In any case work is subcontracted, the contractor shall require the subcontractor(s) to similarly provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor.

Public Liability and Property Damage Insurance - The contractor shall take out and maintain during the life of work with the County, Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by rehabilitation contracts, from claims from damages for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under a demolition/clearance/disposal contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in the amount not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00) for injuries, including accidental death, to any one person, in an amount not less than One Million Dollars and No Cents (\$1,000,000.00) on account of one accident.

Property Damage Insurance in the amount of not less than Three Hundred Thousand Dollars and No Cents (\$300,000.00) for one accident, and a total of Three Hundred Thousand Dollars and No Cents (\$300,000.00) in aggregate for the demolition/clearance/disposal contract.

## **VI. Bidding Procedures**

- A. Bidding shall be accomplished in accordance with state law for County contracts. Homeowner Purchasers can use their own bidding procedures as long as their contractors meet the eligibility requirements which will be verified by the County.
- B. County bid proposals shall be submitted in sealed envelopes and opened in an open bid session. A contract shall be awarded to the contractor who is deemed eligible and has the best value for the County based on a combination of salvage value and demolition/clearance/disposal costs.

## **VII. Demolition/Clearance/Disposal Contract Administration**

- A. The homeowner purchaser and/or contractor shall obtain all permits necessary. No work will begin until all applicable permits have been issued.
- B. In contracts between the County and a contractor, the contract will give the County clear-cut authorization to replace contractors and subcontractors who are performing unsatisfactorily. There shall be no deviations from the contract without written agreement between the County and the Contractor (Change Order).
- C. In contracts between the County and a contractor, the contractor may request payment when the work on two or more sites have been completed according to contractual agreement.
- D. In contracts between the County and a contractor, the County will retain for not less than 30 days after the completion of all the work an amount equal to 10% of the total contract fee to assure payment by the contractor of all determined labor, subcontractors, and materials. Such 10% retention shall be paid to the contractor at such time that the County is assured, to the best extent possible, that all the contractor's obligations have been satisfied.
- E. In contracts between the County and a contractor, if 60 days after the completion of the work the contractor has not yet satisfied his labor, subcontractors, and/or materials obligations, the County may use the retainage funds to pay those obligations. Further, if 60 days after the completion of work, minor work items or deficiencies exist on the job, the County may use retainage funds to correct those items.

## **VIII. Inspection of Demolition/Clearance/Disposal Work**

The County will make inspections of demolition/clearance/disposal work as follows:

- A. Compliance inspection, as necessary, to assure that the work is being completed in accordance with the contract and/or the local, state and federal regulations.
- B. A final inspection to determine that the work has been completed in accordance with the demolition/clearance contract and/or local, state and federal regulations.
- C. A thirty (30) day inspection after completion to determine the continuing satisfactoriness of the work

**STATE OF TEXAS           S**  
**S       KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF WICHITA    S**

THIS AGREEMENT made and entered into by and between the County of Wichita hereinafter called "COUNTY", and \_\_\_\_\_ hereinafter called the "CONTRACTOR", and referred to in the masculine pronoun singular whether a partnership, firm or corporation, and includes the plural and the feminine person(s).

Section 1

The Contractor agrees at his own cost to furnish all tools, labor, material, machinery and appliances for the demolition/clearance/disposal of the structures described in the bid proposal which is made a part of this contract in a good, sound, workmanlike manner, in strict accordance with the plans and specifications for said work, including general conditions and drawings, if any, prepared by the County, and adopted by the County Commissioners Court of said County, and further obligates himself to pay promptly all subcontractors, workmen, machines and materialmen who may furnish labor and material for such work in strict accordance with such Contractor's agreement with such parties.

The Contractor understands that he/she will not be responsible for the asbestos abatement of properties located at 1613 Wranglers Retreat and 4975 Miriam Lane. The County has contracted separately for abatement to be completed before demolition begins.

The Contractor understands that he/she will be responsible for the removal of utility poles and wires from two properties located at 1613 Wranglers Retreat and 4975 Miriam Lane. The removal of these utility poles and wires is to be performed by the Energy provider Oncor and no one else. It is the Contractor's responsibility to contact Oncor and receive a bid for the removal of this equipment and then coordinate with Oncor with regard to the specifics of their removal. The County is not liable in any way for any act or omission, whether intentional or negligent, stemming from the removal of utility poles and wires from these three properties. The cost of the removal of utility poles and wires should be incorporated into the Contractor's bid to the County.

Section 2

The Contractor agrees to begin work of demolition/clearance/disposal within ten (10) days after a Notice to Proceed has been issued by the County. The Contractor agrees to prosecute said work diligently and uninterruptedly after commencement, excepting as shall otherwise be ordered in writing by the County, and shall be finished and fully completed within the number of calendar days stated in Contractor's bid proposal, made a part of this contract. Time is the essence of this contract.

Section 3

If the Contractor fails to commence work as provided in the contract or progress with the work in such manner as in the opinion of the County will insure full compliance with the contract within the time limit, or if, in the judgment of the Wichita County Judge (hereinafter "County Judge") and/or the County Project Administrator, the Contractor is not carrying out the provisions of the contract according to their true intent and meaning, and in accordance with the terms of this contract and of the plans and specifications, written notices may be served by the County Project Administrator on such Contractor, or his agent or representative, to provide within a specified time for a satisfactory compliance with the contract, and if said Contractor neglects or refuses to comply with such notice, the County may cancel or suspend the operation of all or any part of the contract and of the work hereunder. Upon suspension of this contract, the County may, in its discretion, employ other parties to perform the work.

Section 4

The Contractor agrees to indemnify fully and to hold harmless the County of Wichita from all costs, expenses and damages or losses, including all costs of litigation, arising out of any real or asserted cause of action, and from all costs or losses from wrongs, or injury or damages which may be occasioned by said Contractor, his agents, servants, or employees in the prosecution of said demolition, or connected therewith and the said Contractor agrees to comply with all regulations of said County, and further agrees and obligates himself to make payments promptly to all persons or corporations who may furnish any labor or material, or both, in the work shall not absolve the Contractor from the above obligations as to any occurrence proximately resulting from any act or omission on his part

Section 5

The Contractor shall be paid for the performance of all of the work as stated in the County Demolition/Clearance/Disposal Plan.

Section 6

All disagreements, disputes or controversies of any kind between the parties hereto relative to the proper performance of this contract, including materials used, the manner of method of performance, shall be submitted for decision to the County Judge whose judgment, when rendered, shall be conclusive, final, and binding upon the parties hereto.

Section 7

This contract shall be personal to the Contractor herein before named, and it is agreed that the performance hereof, in whole or in part, shall not be assigned or sublet to anyone without prior written consent of the Commissioners Court of said County, and in

no case shall such consent relieve the said Contractor from the obligations herein assumed, or change the terms of this agreement.

#### Section 8

It is distinctly understood and agreed that the passing, approval or acceptance of any part of the work or material by the County Judge or the Commissioners Court or by any agent or representative being in compliance with the terms of this contract or of the plans and specifications covering said work shall not operate as a waiver by the County of strict compliance with the terms of this contract, nor shall such passing, approval or acceptance operate to stop the County from demanding strict compliance with the terms of this contract and the plans and specifications covering said work; and the County may at any time within a period of one year from and after the date of said passing, approval or acceptance of any such work or material require the Contractor to repair, replace, restore and make said work and materials, which did not at the time of completion, comply strictly and in all things to this contract and to the plans and specifications which are made a part hereof; or the County may, within said one-year period recover damages from said Contractor for all damages, losses and expense caused to the County by reason of the Contractor's breach of this contract or his failure to comply strictly and in all things with this contract and the plans and specifications.

Under no circumstances, condition or situation shall the County be liable or obligated without the express approval of Commissioners Court to pay the Contractor any additional compensation for any "extras", "additions", "Modification", or "changes", nor "extra work", as those terms have been defined in the City of Houston v. Fuller (Cr.Civ.App., Houston) 311 S.W. 2nd 285, n.w.h., it being the intent of the parties hereto that the total bid price of said Contractor as submitted shall be the total compensation to be paid under the terms of this contract; notwithstanding any other provision contained in general specifications or other proposals, the term and provisions of this contract shall govern.

It is expressly agreed that under no circumstances or situations shall notice of any kind to any agent or representative of the County other than the County Judge be construed or considered as notice to the County.

No waiver of any of the terms or conditions of this contract or of the plans, drawings or specifications shall be binding upon the County unless the same is in writing and is expressly authorized by Commissioners Court.

It is expressly agreed that all circumstances, conditions and situations under this contract shall be more strongly construed against the Contractor than the County.

Any ambiguity or uncertainty in the plans, drawings or specifications shall be interpreted and construed by the County Judge and his decision shall be final and binding upon all parties.

The invalidity or illegality of any term, provision or condition of this contract or of the specifications labeled Exhibit C attached hereto shall not in any manner effect, invalidate or annul any other term, provision or condition.



### Section 9

Whenever payments on this contract are being made wholly or partially from a fund or funds received by the County as a grant from any agency of the United States Government and payment of the final estimate is not made within the specified time by reason of the fact that funds therefore have not been received from such Federal agency, the time for payment of such final estimate shall be extended until such time as said funds are received from such Federal agency. Under no condition or circumstances shall the County be liable for any damages where the delay or delays past the due dates of such payment or payments or due directly or indirectly to any act or omission upon the part of any agency of the United States Government including delay or non-payment of amounts under any grant or grants. Under no condition or circumstances shall the County be liable to the Contractor shall be paid for the proportionate part of said work covered by said grant, except with monies delivered to the County by the agency of the United States Government as part of said grant.

### Section 10

The plans including the County FEMA Buyout Demolition/Clearance/Disposal Plan, profiles, specifications, notice to bidders, and the Contractor's bid proposal on file in the office of the County Judge are here referred to and made part of this contract. Copies of the notice to bidders and Contractor's bids proposal and copies of the following specifications are hereto attached and subject to the provisions of Section 8 hereof, are made a part hereof.

The provisions of this contract shall control any inconsistent provisions contained in the specifications. All plans and specifications have been read carefully considered by the Contractor who understands the same and agrees to their sufficiency. Contractor has consulted with his attorney or had an opportunity to consult with his attorney prior to the execution of this contract.

### Section 11

The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance for all of his employees and those of his subcontractors engaged in work on this project.

The Contractor shall procure and maintain Contractor's Public Liability Insurance and Vehicle Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$300,000. The Contractor shall either (1) require each of his subcontractors to procure and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in the preceding paragraph or (2) insure the activities of his subcontractors in his own policy.

In all cases of required insurability by the Contractor, the County shall be named as additional insured in each policy.

Before execution of the contract the Contractor shall submit evidence of the coverage required above by insurance certification showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Insurance policies shall not be materially altered or cancelled without ten (10) days written notice to the County.

Section 12

Wherever the word "Contractor" is used in this contract or in any specification, the same shall be construed to include his agents, servants, employees, assigns and legal representatives, unless the context discloses clearly that the Contractor alone is meant.

Section 13

It is agreed by the parties hereto that Contractor will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas

Section 14

All applicable provisions of the Revised Civil Statutes of the State of Texas, as amended, and all applicable regulations of the County and United States Government are made a part of this contract.

Section 15

This agreement is the entire understanding and agreement between County and Contractor with respect to the matters referred to herein and supersedes all prior or contemporaneous agreements, representations and understandings with respect to such matters, whether they be oral or written. No oral representation or statement shall be considered a part of this agreement.

In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

Section 16

This contract, and all obligations created hereunder, shall be performable in WICHITA County, Texas and venue for any lawsuits will be in Wichita County, Texas. This instrument has been executed on behalf of the County and the Contractor by the undersigned representatives on \_\_\_\_\_, 2017.

**CONTRACTOR**

\_\_\_\_\_  
(PRINT FIRM NAME)

\_\_\_\_\_  
(SIGNED)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(ADDRESS), (CITY), STATE, (ZIP)

\_\_\_\_\_  
(PHONE NUMBER)

**COUNTY OF WICHITA**

\_\_\_\_\_  
WOODROW W. GOSSOM, JR.,  
COUNTY JUDGE

ATTEST:

\_\_\_\_\_  
*LORI BOHANNON*, COUNTY CLERK

TO BE PUBLISHED: *October 14, 2017 and October 21, 2017*

Notice to Contractors  
LEGAL NOTICE Demolition/Clearance Package  
2017 Wichita County Buyout Program

The County of WICHITA will receive sealed bids marked “Demolition/Clearance/Disposal Bid” for two (2) repetitive loss and/or flood-damaged Residential Structures until call for opening in meeting of the Commissioners Court at 10:00 a.m. October 30, 2017 in Room 270, Wichita County Courthouse, 900 7<sup>th</sup> Street, Wichita Falls, Texas 76301. **Pages 13-17 of the bid package must be completed and submitted in the sealed bid.** Any bids received after above mentioned date and time will be returned unopened. Bid packages and information may be obtained at the Wichita County Judges Office, 900 7<sup>th</sup> Street, Room 260, Wichita Falls, Texas 76301. Questions about this project should be directed to the Project Administrator, Mr. Jeff Ward, 540-668-6945. Pertinent eligibility and legal requirements are included in the bid package. The County of WICHITA reserves the right to reject any and/or all bids or to accept any bid deemed advantageous to it. The County of Wichita is an Equal Opportunity Employer.

**PROPOSAL TO THE COUNTY OF WICHITA**  
**FOR THE DEMOLITION/CLEARANCE OF THE FOLLOWING RESIDENTIAL STRUCTURES**  
 Demolition/Clearance Package  
 2017 WICHITA County Buyout Program

#	Last Name	First Name	Physical Address	Directions	Demolition/Clearance Bid
1	<i>Martin</i>	<i>Jack &amp; Janice</i>	<i>1613 Wranglers Retreat Wichita Falls, Texas 76305</i>	<i>Us-277 S/ Us-82 W Toward Lubbock/ Abilene. Turn Slight Right Onto Fm 369 N. Turn Left Onto Wranglers Retreat End At 1613 Wranglers Retreat</i>	\$
2	<i>Young</i>	<i>Terry</i>	<i>4975 Miriam Lane Wichita Falls Texas 76305</i>	<i>US 287 – Business W Toward Iowa Park. Turn Left on Huntington Lane Turn Right on Miriam Lane End at 4975 Miriam Lane</i>	\$

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that he/she has carefully examined the form of contract, instructions to bidders, and specifications, and has carefully examined the location, condition and classes of materials of the proposed work, and agrees that he/she will provide all the necessary machinery, tools, apparatus, and other means of demolition/clearance/disposal, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the County of Wichita as therein set forth.

It is understood that all the work is to be completed in forty-five (45) full calendar days

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the County of Wichita.

Please return this entire completed and signed proposal with attached contract in a sealed envelope to the **Wichita County Judges Office, 900 7<sup>th</sup> Street, Rm Room 260, Wichita Falls, TX 76301** on or before the aforementioned bid opening date.

The contractor/bidder shall furnish all labor, material, equipment, and shall accomplish, in a workmanlike manner, all work described below for each residential structure:

1. Demolish/clear and dispose of all above ground structures and related appurtenances including utility poles as per attached job cost from Oncor Electric.
2. Demolish/clear and dispose of piers, concrete steps, and concrete porches. All piers are to be cut twelve (12) inches below ground level and compacted fill dirt shall be used to fill the void
3. Remove and dispose of all debris (including tires), rubbish, and brush on entire property, anything not natural or organic to the landscape.
4. Cap all sanitary sewer openings and completely fill all septic tanks and/or below ground pools with sand, compacted every twelve (12) inches, to six (6) inches above natural ground level, break all lids on septic tanks, break bottom of swimming pool and collapse or remove pool walls.
5. Secure all utilities as required by utility companies.
6. Permanently cap all water wells by pulling all pumps and pipe (casing may be left in place) and pour concrete in the well from the bottom to ground level. The inspector must be able to see and probe concrete for verification..
7. Water, sewer and gas shall be disconnected at the perimeter of the property. Underground pipes shall be severed approximately twelve (12) inches below grade level.
8. Remove all fences. Do not remove fences that are adjoined to property owned by other individuals who want the fences to remain in place. Contractor will be responsible for contacting these property owners and determining if they desire the fence

to remain. A written release of liability from the adjoining property owner will be required if the fence is to remain. The County will provide the form of release.

9. Relocation of any structure must be to a permanent site and to property that is not in any FEMA designated flood plain/floodway.
10. Proof of relocation site ownership and Flood Insurance Rate Map (FIRM) status i.e. not in the flood plain/floodway must be provided to the County prior to the removal of the structure. An inspection of the relocation site will be made by the County.
11. Mobile homes and outbuildings must be demolished on site and cannot be relocated to any other site.
12. At least two clear pictures must be provided by the contractor to the County of work in progress for each structure before payments will be made to the contractor.
13. Grade lot smooth using fill dirt if necessary and slope to drain toward the Wichita River. Voids will not be allowed and contractor shall compact ground to fill in below grade areas. Spread a mixture of 50% rye grass seed and 50% bermuda grass seed over the entire cleared and disturbed area.
14. All disposal/clearance must be done in accordance with local, state and federal environmental laws and regulations. The attached manifest of disposal and disposition must be completed before payment will be made to the contractor. Relocation of any structure, in whole or in part—including individual salvageable materials, must be to property that is not in any FEMA designated floodplain/floodway. There will be no burning or burying of disposal items on site or in the flood plain/floodway. Debris must be disposed of in a properly permitted landfill. All weight tickets will be turned into the County Judge's office prior to contract completion and payment.
15. When completed, structure site should be returned to a natural pre-construction state with no man-made objects or material on any of the properties.
16. After completion, install a sign at approximately the center of the previous site for the structure. The sign shall consist of two 4" X 4" standards with a 4' X 4', 1/2" exterior plywood sheet bolted to the standards. The sign shall be done by a professional sign specialist. It shall have a white background with the following phrase format in red letters:

**WICHITA COUNTY  
GOVERNMENT PROPERTY  
NO TRESPASSING**

**Submit a sign design to the County Judge before ordering the signs for each site.**

---

(PRINT FIRM NAME)

---

(SIGNED)

---

(TITLE)

---

(ADDRESS), (CITY), STATE, (ZIP)

---

(PHONE NUMBER)

---

(FAX NUMBER)

---

(EMAIL ADDRESS)



**MANIFEST FOR THE DISPOSITION OF STRUCTURES/MATERIALS/DEBRIS**  
**Demolition/Clearance Package**  
**2017 WICHITA County Buyout Program**

#	Last Name	First Name	Physical Address	Disposition of Structure/Material/Debris
1	Martin	Jack & Janice	1613 Wranglers Retreat	
2	Young	Terry	4975 Miriam Lane	

\*ATTACH LANDFILL WASTE TICKETS

I hereby certify that the information given above is correct and understand the penalties under law for illegal disposition of structures, materials and debris.

\_\_\_\_\_  
 (PRINT FIRM NAME)

\_\_\_\_\_  
 (SIGNED)

\_\_\_\_\_  
 (TITLE)

\_\_\_\_\_  
 (ADDRESS), (CITY), STATE, (ZIP)

\_\_\_\_\_  
 (PHONE NUMBER)

\_\_\_\_\_  
 (FAX NUMBER)

\_\_\_\_\_  
 (EMAIL ADDRESS)