

GENERAL INFORMATION:

Brown County, South Dakota, will be accepting bids on the removal of waste tires. Also, the financial responsibility, judgment, skill, ability, capacity, and integrity of the bidders are to be considered in selecting the lowest responsible bidder.

The 2025 specified REMOVAL OF WASTE TIRES shall include an estimated 100 ton of waste tires now & more throughout 2025. This number may increase or decrease depending on actual tonnage during waste tire removal & waste tires accumulated during 2025.

Bids will be accepted only on a “by the ton basis”. The bid proposal form will detail this further.

Brown County will be accepting bids for the following:

- 1. CONTRACTOR will be responsible for HAULING / TRANSPORTING / LOADING whole unprocessed waste tires out of the Brown County Landfill to a state permitted facility where further state approved disposal / recycling will take place.**

PROPOSALS:

Bids shall be made upon the form furnished herein with all items properly filled out, numerals shall be written in ink, and the signature of all persons signing shall be in longhand. The completed form should be without interlineations, alterations, or erasures. Bids shall not contain any recapitulation of the work to be done, and or telegraphic proposals or modifications, will be considered, except as provided by State statutes. Before submitting a Bid, Bidders shall carefully examine the Plans, read the Specifications and Form and Terms of the Contract, and shall fully inform themselves as to all existing conditions and limitations. All bids must be sealed, addressed to, and deposited with the Brown County Auditor’s Office, Brown County Courthouse, Aberdeen, South Dakota, on or before the day and hour set for opening of Bids in the “Advertisement for Bids.” The Bids must be endorsed on the outside with the title of the work and the name of the Bidder.

BROWN COUNTY'S RIGHT TO TERMINATE CONTRACT AND COMPLETE WORK:

Brown County shall have the right to terminate the contract after giving written notice of termination to the Awarded Bidder in the event of any default or on the occurrence of the following events:

- A. Awarded Bidder declares bankruptcy, becomes insolvent, or assigns his assets for benefit of his creditors.**
- B. Disregards or violates important provisions of the contract documents.**
- C. Fails to provide qualified, competent workman or subcontractors or proper materials, or fails to make prompt payment therefore.**
- D. Lapse of any insurance coverage required herein.**

BROWN COUNTY'S RIGHT TO WITHHOLD PAYMENT:

Brown County may withhold payment in whole or in part to the extent necessary to protect itself from loss on account of any of the following causes:

- A. Defective work.**
- B. Evidence indicating the probable filing of claims by other parties against the Awarded Bidder.**
- C. Failure of the Awarded Bidder to make payments to subcontractors, materials suppliers or labor.**
- D. Failure to meet any terms of the Contract.**

BANKRUPTCY:

It is agreed that in the event the Awarded Bidder shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Contract be treated as an asset of the Awarded Bidder after adjudication of bankruptcy. If the Awarded Bidder shall be proven insolvent, or fail in business, then this Contract may be terminated at the option of Brown County, in which event Brown county shall have the right to immediately re-enter, take possession or purchase the Awarded Bidder's operating equipment and records, and in no event shall this Contract be treated as an asset of the Awarded Bidder after exercise of said option. This Contract shall not be or come under the control of creditor's or trustee, or trustees of the Awarded Bidder in the case of bankruptcy or insolvency of Awarded Bidder, but shall be subject to termination as above provided.

SCOPE OF WORK TO BE COMPLETED:

- 1. The Contractor shall be responsible for hauling / transporting / loading whole unprocessed waste tires out of the Brown County Landfill to a state permitted facility where further state approved disposal / recycling will take place.**
- 2. The specified waste tires will include passenger car & truck tires, heavy truck tires, payloader tires, grader tires, scraper tires, tires with rims & other tire sizes within the stockpile.**
- 3. Waste tires will be loaded with a true grapple style loading mechanism as to minimize the amount of dirt & water loaded with the waste tires.**

MATERIALS AND EQUIPMENT FURNISHED BY CONTRACTOR:

The Contractor should provide all labor, equipment, and materials required to complete the project. These items shall be of the highest quality and meet or exceed all bid specification requirements to insure the highest quality fence possible. The Contractor shall list all equipment used on the bidder's proposal form. All such items provided by the bidder shall be reviewed and approved by the Brown County Board of Commissioners.

OTHER SPECIAL CONDITIONS REQUIRED BY BROWN COUNTY:

Brown County requests that mud & water content being weighed along with the unprocessed tires, be kept to an absolute minimum. For this reason Brown County will require the Contractor to use a true grapple fork mechanism when loading tires. Brown County Landfill personnel will have the right to dictate to the Contractor which tires are to be loaded.

All outgoing unprocessed whole tires will be weighed on the Brown County Landfill, state certified scale. Payment will be made on a monthly basis.

After the specified waste tires have been hauled or delivered the awarded bidder shall provide to Brown County written verification that these specified waste tires have been disposed / recycled of in a state approved manner.

SERVICE AREA INVESTIGATED:

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing on transportation, handling and storage of materials, the character of the equipment and facilities needed during the prosecution of the work and all other matters which can in any way effect the work or the cost thereof under this Contract. Any failure of the Contractor to acquaint himself with the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulties or cost of successfully performing the work.

CHARACTER OF WORKMEN:

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractors or personnel employed by subcontractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to him. Any foreman or workmen employed by the Contractor or subcontractor who, in the opinion of Brown County, does not perform his work in a skillful manner, or intemperate manner shall not, at the written request of the Brown County Commissioners be employed again on any portion of the work without the approval of the Brown County Board of Commissioners.

PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. All necessary precautions shall be taken during the work for the protection and safety of the public.

DISCRIMINATION AGAINST EMPLOYEES:

The Contractor shall indemnify and save harmless Brown County, the Brown County Board of Commissioners and employees from and against all losses and all claims, demands, payments, suits, action, recoveries and judgments of every nature and description brought or recovered against Brown County by reason of any omission or act of the Contractor, his agents or employees, in the execution of the work or in the guarding of it.

INSURANCE:

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State where the work is located as well as to protect himself, his subcontractors and Brown County from claims for bodily injury, death or property damage which may arise from operations under this Contract and may not begin collection until he has obtained all insurance's required under this paragraph and shall have filed the Certificate of Insurance policy with Brown County. Each insurance policy shall contain a clause providing that the insurance company shall not cancel it without ten- (10) day's written notice to Brown County, of intention to cancel. **BROWN COUNTY SHALL BE NAMED AS ADDITIONAL INSURED ON CONTRACTORS GENERAL LIABILITY POLICY WHICH INCLUDES WORKMEN'S COMPENSATION AT STATUTORY RATES.**

SUBCONTRACTORS INSURANCE AND INDEMNITY:

In the event that the Contractor shall sublet any of the any of the work, he shall require each subcontractor to provide the same insurance as required for the Contractor.

PERMITS & LICENSES:

The Contractor shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of work.

LAWS TO BE OBSERVED:

The Contractor shall comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work.

ASSIGNMENT OF CONTRACT:

Neither the Contractor or Brown County shall sell, transfer, assign or otherwise dispose of the Contract, or of its right title or interest therein, or its obligations thereunder without written consent of the other party.

ORAL AGREEMENT:

No oral order, objection, claim or notice by either party to the other shall affect or modify any of the terms or obligations contained in any of the Contract documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed to waiver or modification thereof in writing and signed by both parties.

CONTRACT PERIOD:

START DATE:

DATE OF BID AWARD

REMOVAL COMPLETION DATE:

45 DAYS FROM DATE OF AWARD TO REMOVE EXISTING STOCKPILE. REMOVAL OF NEW STOCKPILE TIRES WILL OCCUR ON A TRUCKLOAD BASIS AND / OR AS NEEDED THROUGHOUT THE YEAR.

2025
BROWN COUNTY WASTE TIRE CLEANUP
BIDDER'S PROPOSAL FORM

Bids will be considered on the following for the Brown County Waste Tire Cleanup.

Bids will be accepted only on a "by the ton basis"

- 1. CONTRACTOR will be responsible for REMOVAL / HAULING / TRANSPORTING / LOADING whole unprocessed waste tires out of the Brown County Landfill to a state permitted facility where further state approved disposal / recycling will take place.**

\$ _____ per ton

written price _____

In the space below, please provide a brief description of the equipment and machinery that is to be used in accomplishing this project.

NAME OF BIDDER OR COMPANY _____

ADDRESS: _____

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PHONE NUMBER _____

Signature: _____ Print: _____

TITLE: _____

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