

**CONTRACTUAL DOCUMENTS,
GENERAL CONDITIONS,
SPECIAL PROVISIONS &
TECHNICAL SPECIFICATIONS**

EMERGENCY DEBRIS CLEARANCE AND DISPOSAL

TOWN OF PERDIDO BEACH, ALABAMA

APRIL 2023

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TOWN OF PERDIDO BEACH - INVITATION FOR BIDS

Sealed Bids will be received, opened and read aloud in public by the TOWN OF PERDIDO BEACH, ALABAMA for a standing contract for **EMERGENCY DEBRIS CLEARANCE AND DISPOSAL SERVICE** for the Town of Perdido Beach, **at the Town Hall located at 9212 County Rd 97, Perdido Beach, Alabama at 10:00 a.m. on April 17, 2023.** Qualified general contractors holding a current Alabama state license are invited to Bid. This contract is for the purpose of retaining a qualified general contractor whose services would be employed in the event of a hurricane or other disaster.

Bid specifications may be obtained from the Perdido Beach Town Hall, 9212 County Rd 97-Perdido Beach, Alabama, Monday thru Friday from 8:00 a.m. till 4:00 p.m. . Contact Christi Stitt at 251-962-2200 for additional details.

Interested parties are urged to attend a pre-bid conference that will be held at 1:00 pm on Thursday, April 06, 2023, at the Al Thompson Community Center.

The Contractor will be required to obtain a business license from the Town to operate within the Corporate Limits.

Sealed Bids may be mailed or delivered directly to the Owner prior to the bid opening. Such sealed Bids must be clearly and legibly marked **'EMERGENCY DEBRIS CLEARANCE AND REMOVAL'** on the outside envelope.

The Town of Perdido Beach encourages the participation of Minority Business Enterprise / Disadvantaged Business Enterprise Firms in all construction projects. To that end, the Town of Perdido Beach will never exclude any firm from participation in, deny any person benefits or otherwise discriminate in connection with the award and performance of Town of Perdido Beach contracts based on social or economic status.

The lowest responsive, responsible Bid will be accepted with key consideration based upon the benefit to the public. However, the Town of Perdido Beach reserves the right to reject any and all Bids, to waive any irregularity in the Bids received, and to accept or reject any items of the Bid for the benefit of the public. No conditional Bids will be accepted. No Bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of Bids.

THE TOWN OF PERDIDO BEACH, ALABAMA

Christi Stitt

Town Clerk

9212 County Rd 97-Perdido Beach, Alabama 36530

251-962-2200 251-962_2206 Fax

INSTRUCTIONS TO BIDDERS

1. ***BID FORMS***

A complete set of Bidding Documents is included herein.

2. ***EXAMINATION OF DOCUMENTS AND PROJECT SITE***

- A. Carefully examine the Bidding Documents, Specifications, Drawings, and the Work Site. BIDS shall include all costs required to execute the work under the existing conditions.
- B. Direct inquiries and questions to the Town Clerk, Town of Perdido Beach by email to clerk@tiwnofperdidobeach.org
- C. Extra payments will not be made for conditions which can be determined by examining the documents and the site.

3. ***INTERPRETATIONS AND ADDENDA***

- A. Should a BIDDER find discrepancies, ambiguities, or omissions in the Specifications, or should he be in doubt as to their meaning, he shall at once notify the CLERK
- B. The CLERK will issue ADDENDA to clarify discrepancies, ambiguities, or omissions in the Specifications.
- C. ADDENDA will be transmitted by facsimile to each BIDDER. ADDENDA shall become part of the contract and BIDDERS must acknowledge receipt of ADDENDA on their bid form or their bid will be rejected. BIDDERS shall be bound by ALL ADDENDA.

4. ***MODIFICATIONS AND WITHDRAWAL OF BIDS***

- A. BIDS may not be modified after submittal.
- B. Any BIDDER may withdraw his BID, either personally or by written request, at any time prior to scheduled time for opening bids.
- C. No BIDDER may withdraw his BID for a period of thirty (30) days after date set for opening thereof, and all BIDS shall be subject to acceptance by OWNER during this period.

5. ***PREPARATION OF BID***

The Bidder's Bid must be submitted on the Bid Form furnished. The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price for each of the separate items for which an estimated quantity of that item is given in the Bid Form. He shall then print in the Amount column provided for that purpose the products obtained by multiplying the respective Unit Prices times the estimated quantity.

The Bidder shall then print the total sum of all these products which comprise the bid prices on the Bid Total line provided for that purpose. The Engineer will check the total sum printed in the Bid and in case of error or discrepancy the total sum obtained by adding the products of the Unit Prices printed by the Bidder times the various estimated cycle quantities listed in the Bid shall prevail and this shall be the Contract Bid Price.

The Bid shall be properly signed by the Bidder. If the Bidder is an individual, his name and post office address must be shown; if a firm or partnership, the name and post office address of the firm or partnership must be shown; if a corporation, the President, Vice President, or Secretary shall sign and affix the corporate seal, or if the person signing the Bid is an agent, the said agent must attach written authorization from the President, Vice President, or Secretary of the corporation, the name of the State under the laws of which the corporation is chartered, and the names, titles, and the business addresses of the officers.

6. *IRREGULAR BIDS*

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum Prices Bid are obviously unbalanced may be rejected.

7. *DELIVERY OF BIDS*

Each Bid shall be placed, together with the Bid Guaranty, if applicable, in a sealed envelope on the outside of which is written in large letters the Project and the name of the Bidder. Bids may be delivered in person or by mail. Bids will be received by the Owner at the location specified until the hour of the date set in the "Invitation for Bids" for the opening thereof. No bid will be accepted or considered which has not been received prior to time and date of opening.

8. *BID GUARANTIES*

Any bid exceeding \$10,000.00 must be accompanied by a Bid Guaranty in the amount of 5% of the Bid sum or \$10,000, whichever is lesser. Form of Bid Guaranty shall be either a certified check payable to the OWNER or a Bid Bond executed by a surety acceptable to the OWNER and licensed in Alabama. All Bid Guaranties, except those of the three lowest responsible Bidders, will be returned without undue delay after Bids have been checked and tabulated. The Bid Guaranty of the three lowest Bidders will be returned as soon as the contract of the successful Bidder has been properly executed and approved. The Owner reserves the right to return all Bid Guaranties by mail, and its responsibility shall end upon the mailing thereof.

9. *BASIS OF AWARD OF CONTRACT*

A. The following weighted criteria will be used to award this bid.

Firm Qualifications	50 points
Response Approach	25 points
Price	15 points

Financial Stability 10 points

- B. The Contract will be awarded per the above schedule, subject to OWNER'S right to reject any or all BIDS and to waive informality and irregularity in BIDS and BIDDING.

10. QUALIFICATIONS OF CONTRACTORS

Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor with local governments will be considered. Firm qualifications must include, at minimum, the following:

A. FIRM QUALIFICATIONS:

1. Years in Operation

Document years of operation under current corporate name. Document years as a prime contractor in disaster recovery and debris management.

2. Key Staff

Provide an organizational chart, resumes and summary of all key project staff qualifications. Key project staff must be full time employees of the proposing firm and have experience working for the Contractor in same type projects as this bid.

3. Previous government experience as a Prime Contractor

Provide detailed information on past performance as prime contractor related to post disaster debris removal. List specific projects.

4. Current Contracts

Provide a list of all current contract obligations.

5. References

Provide a detailed list of like projects completed within the last 10 years with contact information for each location/site.

B. RESPONSE APPROACH

1. Provide a detailed plan outlining the mobilization of equipment and manpower.
2. Provide a detailed plan for staging.
3. Provide your firm's response capabilities based on a CAT 3 storm.
4. Provide a written copy of your firm's safety plan and documentation of any outstanding government safety and environmental enforcement actions.
5. Provide written plans outlining the use of local resources and workforce.
6. Provide with your bid, a comprehensive plan outlining the use of Minority Business Enterprise/Disadvantage Business Enterprise Firm participation.

C. PRICE

Price will be determined from the completed and submitted Bid Forms included herein.

D. FINANCIAL STABILITY

1. Provide information substantiating the firm's credit worthiness, assets and exposures, bonding capabilities and any litigation in the past five years regarding financial considerations and years in business doing this type of work. The Town desires a certain level of confidence that the selected firm is operating as a highly sustainable business.
2. The Contractor shall have the ability to obtain both performance and payment bonds in amounts equal to 100% of the estimated fee for this project.

11. PRE-BID CONFERENCE

Interested parties are urged to attend a pre-bid conference at 1:00 pm local time on Thursday, April 06, 2023, at the Al Thompson Community Center in Perdido Beach.

12. LAWS AND REGULATIONS

The BIDDER'S attention is directed to the fact that all applicable State laws, Municipal Ordinances and the Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

13. ALABAMA LICENSED CONTRACTOR

All BIDDERS submitting bids must be licensed with the Alabama Licensing Board for General Contractors with a MU (municipal/utility) designation with or without the Debris Removal specialty with an unlimited bid limit. Successful bidder will be responsible for verifying that the license status for all sub-contractors is in accordance with Alabama law.

14. REQUIREMENT FOR CONTRACT BONDS

In order to ensure the faithful performance of each and every condition, stipulation, and requirements of the Contract, and to indemnify and save the Owner (Town), State of Alabama, U.S. government, their respective employees, officials and agents harmless from any and all damages, either directly or indirectly, (arising out of any failure to perform same), the successful Bidder to whom the contract is awarded shall furnish at his expense and file with the Owner an acceptable Surety Bond for performance of this Contract in the amount of 100% of the Bid Price. Said Bond shall be made on the approved Bond Form, shall be furnished by a reputable surety company authorized to do business in the State of Alabama and acceptable to the Owner, shall be countersigned by an authorized agent resident in the State of Alabama and acceptable to the Owner, shall be countersigned by an authorized agent resident in the State of Alabama, who is qualified for the execution of such instruments, and shall have attached thereto power-of-attorney of the signing official. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses suffered by the Owner under the Bond, including both

engineering and legal services, shall lie against the Performance Bond for performance of the work.

In addition thereto and with the same requirements as the Performance Bond, the successful Bidder to whom the Contract is awarded shall furnish at his expense and file with the Owner an acceptable Surety Bond for payment of Labor and Material payable to the Owner in the amount of not less than 50% of the Bid Price with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor materials, equipment, or supplies for, or in, prosecution of the work.

15. EXECUTION OF CONTRACT

Within ten (10) days of receiving Notice of Award, the contractor shall provide a letter from a bonding company, qualified in accordance with paragraph 14 above, certifying that they will provide performance and labor and material payment bonds in the required amounts, in the event that a Notice to Proceed with services under this contract is issued. Contractor shall also provide proof of insurance and two properly executed copies of the contract. All policies or certificates of insurance shall be approved by OWNER before the successful BIDDER may commence any work under this contract. The Town will then sign and return one copy of the contract. In the event of a declared disaster (hurricane) which creates the need for services under this contract, the contractor shall then be required to provide these bonds such that the Town receives them within ten (10) days of issuance of the Notice to Proceed. Failure to execute a Contract and file the bond certification letter within ten (10) days after the date of Notice of Award shall be just cause for the annulment of the Award and the forfeiture of Bid Guaranty, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised. The contractor shall be prepared to commence work within 24 hours following receipt of the Notice to Proceed.

16. CONTRACT TERM, TERM RENEWAL AND CPI PRICE ADJUSTMENT

The contract term shall be for a period of three (3) years from the date of contract award. In the event the Town issues a Notice to Proceed, the contract term shall automatically be extended for eighteen (18) months from the date of the Notice to Proceed.

The Town may extend the term of this contract for two, successive-annual terms on the same terms and conditions that are in effect immediately prior to the then current expiration date. The total duration of this contract, including the extensions shall not exceed 5 years. The Town will notify the contractor at least 60 days prior to the expiration date of the Town's intent to renew; otherwise, the contract is terminated.

On each annual anniversary date of contract, during both annual and extended terms, the unit prices shall be adjusted by the Consumer Price Index (CPI) for Urban Earners and Clerical Workers – All Items – South Region as reported by the U.S. Department of Labor. The CPI

adjustment shall be calculated by the Contractor and approved by the Town during the month ending sixty (60) days prior to the anniversary date.

17. COMPLETION TIMES FOR DEBRIS CLEARANCE AND RECLAMATION

The contractor shall mobilize equipment and schedule work performance in order to complete all debris clearance resulting from the disaster within three (3) months of receipt of Notice to Proceed.

18. TERMINATION OF CONTRACT

This contract may be terminated by the contractor upon thirty (30) days prior written notice to the Town in the event of substantial failure by the Town to perform in accordance with the terms of the contract through no fault of the contractor. This contract may also be terminated by the Town with or without cause immediately upon written notice to the contractor. Unless the contractor is in breach of this contract, the contractor shall be paid for work completed to Town satisfaction through the date of termination.

BID FORM

TO: Town of Perdido Beach
 9212 County Rd 97
 Perdido Beach, Alabama 36530

BIDDER: _____

OWNER: Town of Perdido Beach, Alabama

PROJECT: **EMERGENCY DEBRIS CLEARANCE AND REMOVAL**

The BIDDER in compliance with the INSTRUCTIONS TO BIDDERS having received the Plans and Specifications for the PROJECT, and having received, read, and taken into account all ADDENDA as follows: (List number and dates of each Addendum)

and having inspected the site(s) and the conditions affecting and governing the accomplishment of the PROJECT, the undersigned agrees to furnish all materials and perform all labor, as specified to complete the following:

TASK ORDER #	DESCRIPTION/SIZE	QTY	UNIT PRICE	AMOUNT
1.	Load and haul debris (no concrete) to Eastfork landfill, Zones 10 thru 13	40,700 CY	\$ /CY	\$
2.	Load and haul <u>concrete</u> to Eastfork landfill, Zones 10 thru 13	850 CY	\$ /CY	\$
3.	Load and haul debris (no concrete) to Magnolia Springs, Zones 10 thru 13	40,700 CY	\$ /CY	\$
4.	Load and haul <u>concrete</u> to Magnolia Springs, Zones 10 thru 13	850 CY	\$ /CY	\$
5.	Load and haul debris (no concrete) to Eastfork landfill, Zone 14 thru 22	146,000 CY	\$ /CY	\$
6.	Load and haul <u>concrete</u> to Eastfork landfill, Zone 14 thru 22	3,000 CY	\$ /CY	\$
7.	Load and haul debris (no concrete) to Magnolia Springs, Zone 14 thru 22	146,000 CY	\$ /CY	\$
8.	Load and haul <u>concrete</u> to Magnolia Springs, Zone 14 thru 22	3,000 CY	\$ /CY	\$
9.	Load, haul and dump sand on beach from private property, Zone 10 thru 13	5,000 CY	\$ /CY	\$

TASK ORDER #	DESCRIPTION/SIZE	QTY	UNIT PRICE	AMOUNT
10.	Sift and spread sand on the beach from private property, Zones 10 thru 13	5,000 CY	\$ /CY	\$
11.	Load and haul debris sifted from private property sand, Zones 10 thru 13	500 CY	\$ /CY	\$
12.	Load, haul and dump sand on beach from ROW, Zones 10 thru 13	5,000 CY	\$ /CY	\$
13.	Sift and spread sand on the beach from ROW, Zones 10 thru 13	5,000 CY	\$ /CY	\$
14.	Load and haul debris sifted from ROW sand, Zones 10 thru 13	500 CY	\$ /CY	\$
15.	Load, haul and shape sand on beach/at access from ROW, Zones 10 thru 13	5,000 CY	\$ /CY	\$
16.	Sift sand on beach/at access to beach from ROW, Zones 10 thru 13	5,000 CY	\$ /CY	\$
17.	Load and haul debris sifted from ROW sand, Zones 10 thru 13	500 CY	\$ /CY	\$
18.	Remove debris from wetlands	500 CY	\$ /CY	\$
19.	Remove debris from wooded uplands	750 CY	\$ /CY	\$
20.	Remove 24-36" dia. stumps per specification 4.6 for all Zones	60	\$ /STUMP	\$
21.	Remove 37-48" dia. stumps per specification 4.6 for all Zones	30	\$ /STUMP	\$
22.	Remove 49"+ dia. stumps per specification 4.6 for all Zones	10	\$ /STUMP	\$
23.	Remove burnable debris to an alternate site as designated within the City from Zones 10 – 22	79,000 CY	\$ /CY	\$
24.	Load and haul contaminated sand to Disposal Site (use Magnolia Landfill for this bid item), Zones 10 thru 13	500 CY	\$ /CY	\$
26.	Landscape rake ROW's	440 ACRES	/ACRE	\$
27.	Remove debris from beaches	2,500 CY	/CY	\$
28.	Broom, Pavement 96" width/to 100 HP (Broce Broom)	54 MILES	\$ /MILE	\$
29.	Rake Beach with Tractor and Beach Rake, maximum 1/2" tooth spacing & remove debris	30 ACRES	\$ /ACRE	\$
30.	Clean Beach with Tractor and Beach Cleaner, 1/2" sq. maximum screen size and remove debris	30 ACRES	\$ /ACRE	\$
31.	Till / Rip Beach and Remove Debris	12 ACRES	\$ /ACRE	\$
32.	Hand labor	500 HOURS	\$ / HOUR	

TASK ORDER #	DESCRIPTION/SIZE	QTY	UNIT PRICE	AMOUNT
33.	Hand Labor Foreman	50 HOURS	\$ / HOUR	
34.	Pick Up and Haul of White Goods to Site within County (or other designated area for specific items)	500	/UNIT	
35	Pick Up and Disposal of Hazardous Materials	2,500	/LB	
36.	Freon Management & Recycling	500	/UNIT	
37	Dead Animal Collection, Transportation and Disposal	500	/LB	
38	Haul Reduced Debris from Debris Management Site to Final Disposal Site 0-15 one way miles	10,000	CY	
39	Haul Reduced Debris from Debris Management Site to Final Disposal Site 16-30 one way miles	10,000	CY	
40	Haul Reduced Debris from Debris Management Site to Final Disposal Site 31-60 one way miles	10,000	CY	
41	Haul Reduced Debris from Debris Management Site to Final Disposal Site 60+ one way miles	10,000	CY	
42	Processing (Grinding) of Debris at DMS	79,000	CY	
43	Processing (Open Burning) of Debris at DMS	79,000	CY	
44	Processing (Open Burning) of Debris at DMS using Air Curtain Incinerators	79,000	CY	
45	Rates for hazardous Leaning Tree Removal 0"- 12" Trees		Each	
46	Rates for hazardous Leaning Tree Removal 12" – 18" Trees		Each	
47	Rates for hazardous Leaning Tree Removal 18"- 24" Trees		Each	
48	Rates for hazardous Leaning Tree Removal 24"+ Trees		Each	
49	Rates for hazardous Hanging Limb Removal per limb greater than 2" diameter		Each	
50	Emergency Road Clearance		SEE Equipment & Labor Rates	

BID TOTAL \$ _____.

The above quantities reflect estimates for recovery from a typical Category 3 hurricane; the Town makes no representation as to their accuracy and the contractor shall not be entitled to price adjustments based upon variances in these quantities. Use of all equipment paid by the hour shall only be employed at the direction of the CIR (City Inspector/Representative) prior to employment. Use of hourly rate equipment without prior CIR authorization will not be reimbursed. No separate payment will be made for mobilization and demobilization; all such costs shall be incorporated in unit prices.

_____ Name of Bidder

BID TOTAL \$ _____.

The above quantities reflect estimates for recovery from a typical Category 3 hurricane; the Town makes no representation as to their accuracy and the contractor shall not be entitled to price adjustments based upon variances in these quantities. Use of all equipment paid by the hour shall only be employed at the direction of the CIR (City Inspector/Representative) prior to employment. Use of hourly rate equipment without prior CIR authorization will not be reimbursed. No separate payment will be made for mobilization and demobilization; all such costs shall be incorporated in unit prices.

_____ Name of Bidder

_____ Address

Corporate Seal

_____ Al. Contractor License No. (if applicable)

_____ Witness

_____ Signature

_____ Date

_____ Title

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	
JD 644 Wheel Loader with debris grapple	Hour	
Extend boom Forklift with debris grapple	Hour	
753 Bobcat Skid Steer Loader with debris grapple	Hour	
753 Bobcat Skid Steer Loader with bucket	Hour	
753 Bobcat Skid Steer Loader with street Sweeper	Hour	
30-50 HP Farm Tractor with box blade or rake	Hour	
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	
3-4 Cu.Yd. Articulated Loader with bucket	Hour	
JD 648E Log Skidder or equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D8 Dozer	Hour	
CAT 125 – 140 HP Motor Grader	Hour	
JD 690 Track hoe with debris grapple	Hour	
JD 690 Track hoe with bucket & thumb	Hour	
Rubber Tired Track hoe with debris grapple	Hour	
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	
Rubber Tired Excavator with debris grapple	Hour	
210 Prentiss Knuckle boom with debris grapple	Hour	
Self-Loader Scraper Cat 623 or equivalent	Hour	
Hand Fed Debris Chipper	Hour	
300 – 400 HP Tub Grinder	Hour	
800 – 1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane	Hour	
50 Tone Crane	Hour	
100 Ton Crane (8 hour minimum)	Hour	
40-60' Bucket Truck	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	
Equipment Transports	Hour	
Pickup Truck, Unmanned	Hour	
Self-loading Dump Truck with Knuckle boom and debris grapple	Hour	
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	
Trailer Dump, 24 – 40 Cu.Yd.	Hour	
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	
Superintendent with truck, phone & radio	Hour	
Foreman with truck, phone & radio	Hour	
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	
Inspector with vehicle, phone & radio	Hour	
Climber with gear	Hour	
Saw Hand with chainsaw	Hour	
Laborers & Flagmen	Hour	
Public Assistance Manager	Hour	
Documentation Clerk	Hour	
Timekeeper	Hour	
HazMat Professional	Hour	
Household HazMat Inspection & Removal Crew	Hour	
Generators from 10 KW to 300 KW		
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the Town which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Bidder will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. The Bidder has access and contacts for any other equipment that might be required and will negotiate a rate with County if need arises for equipment not on list.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ and _____
(hereinafter called the Principal) (the Surety)

are held and firmly bound unto The Town of Perdido Beach and/or its assigns in the penal sum of

(\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors, and assigns jointly and severally for the faithful performance of a certain written Contract dated the _____ day of _____, 2023, entered into between the Principal and the Owner for **Emergency Debris Clearance and Removal**, a copy of which Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms, undertakings, covenants, agreements, and conditions of the contract in all respects on his part, and shall fully pay all obligation incurred in connection with the performance of such Contract on account of labor, equipment, and materials used in connection therewith and all such other obligations of every form, nature, and character, and shall save harmless the Owner (Town), State of Alabama, U.S. government, their respective employees, officials & agents, from all cost and damage which may be suffered by reason of the failure to fully and completely perform said Contract and shall reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships, or corporations shall give them a direct right of action against the Principal and Surety under this obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this Bond after one year from the date on which the final payment on the contract falls due, and provided further that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated and after such performance this obligation shall become void.

IN TESTIMONY WHEREOF, witness the hands and seal of the parties hereto on this _____ day of _____, 2023.

Executed in two (2) counterparts.

Witness:

By: _____

Countersigned:

(Resident Agent)

BONDING COMPANY: _____

ADDRESS: _____

COMPANY:

ADDRESS:

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____, as Principal, and _____

_____, as Surety, are held and firmly bound unto The Town of Perdido Beach and/or its assigns (hereinafter called the Owner), in the penal sum of _____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Owner, dated _____ (hereinafter called the Contract) for the **Emergency Debris Clearance and Removal**, for which Contract and the Plans and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, equipment, or supplies for or in the prosecution of the work provided for in such contract, or in any amendment or extension of or additions to said Contract noticed which modifications to the Surety being hereby waived and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said Bond, then the above obligation shall be void, otherwise to remain in full force and effect, PROVIDED, however that this Bond is subject to the following conditions and limitations.

a. Any person, firm, or corporation that has furnished labor, materials, equipment, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed, or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b. The principal and Surety hereby designate and appoint _____

(To be filled in by Surety Company)

as the agent of each of them to receive and accept service of process other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

c. The Surety shall not be liable hereunder for damage or compensation recoverable under any Workman's Compensation or Employer's Liability Statute.

d. In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

e. This Bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon".

Executed in two (2) counterparts.

SIGNED, SEALED, AND DELIVERED THIS _____ day of _____ 2023.

Witness:

By: _____

Countersigned:

(Resident Agent)

BONDING COMPANY:

ADDRESS:

COMPANY

ADDRESS

NOTICE OF AWARD

DATED:

TO:

PROJECT: **EMERGENCY DEBRIS CLEARANCE AND REMOVAL**

You have been awarded a contract for **EMERGENCY DEBRIS CLEARANCE AND REMOVAL, TOWN OF PERDIDO BEACH, ALABAMA .**

Within ten (10) days of the date of this Notice of Award, you must deliver to the OWNER the enclosed contract documents, fully executed, signed and witnessed, as follows:

- 3 originals - Contract
- 1 original + 2 copies - Certificate of Insurance certifying compliance with all insurance requirements specified in the General Conditions
- 1 original + 2 copies - Letter from Bonding Company certifying that Performance and Labor and Material Bonds will be provided in the event an NTP is issued

Within five (5) days after receipt of the above documents, OWNER will return to you one (1) fully signed original of the Contract.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

TOWN OF PERDIDO BEACH (OWNER)

By: _____
Christi Stitt
Town Clerk

CONTRACT

THIS AGREEMENT, made and entered into the ____ day of _____, 2023, at Town of Perdido Beach, State of Alabama, by and between _____, a corporation, hereinafter called the Contractor, and the **Town of Perdido Beach, Alabama**, and/or its assigns, hereinafter called the Owner.

WITNESSETH;

That the Contractor, for the consideration hereinafter set out, hereby agrees with the Owner as follows:

1. That the Contractor shall perform all of the work in a satisfactory manner in accordance with the plans and specifications, bid requirements and conditions, which are attached hereto and made a part hereof as if fully contained herein, for **EMERGENCY DEBRIS CLERANCE AND REMOVAL, TOWN OF PERDIDO BEACH, ALABAMA.**
2. That the Contractor shall commence and complete the work to be performed under this agreement within the Contract Time as defined in the *General Conditions*. All work shall be accomplished with quality in a manner which will maintain safety to life and property, and reduce to a minimum any interference with abutting property or public travel. All work shall be inspected and approved by the TOWN REPRESENTATIVES before payment shall be made.
3. The Owner hereby agrees to pay to the Contractor for satisfactory performance of the agreement, subject to quantities of work completed as specified in the contractual Documents, in lawful money of the United States as follows in the attached Bid Form, Equipment Rates Form and Labor and Material Rates Form.
4. It is mutually agreed between the Owner and the Contractor that timely performance is of the essence to this Contract, and the Contractor agrees to keep a working force on the job of the size that is adequate to perform all work in accordance with the Contractor's approved work schedule.
5. The Owner reserves the right to immediately terminate this contract without penalty to itself, upon written notice to the Contractor. In the event that the Contract is terminated, the Contractor will be paid in accordance with the bid items of the Contract for all work performed to Town satisfaction or which payment has not yet been made.
6. The Contract term shall be for a period of three (3) years from the date of contract award with the proviso that in the event a Notice to Proceed is issued, the contract shall automatically extend to a term of eighteen (18) months from the date of the Notice to Proceed or longer upon mutually agreement of the Town and the contractor. Further the Town and the contractor have the option to mutually agree to extend this contract for two successive annual terms from the date of expiration of the previous annual or extended 18 months from Notice to Proceed term, for a total of five (5) annual and or extended terms. Contract shall be deemed to have been renewed unless one party notifies the other party by letter a minimum of sixty (60) days in advance of the date of expiration that they do not intend to renew.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

(Corporate Seal)

_____, a corporation
(Contractor)

By: _____

Its _____

ATTEST: _____

Its _____

TOWN OF PERDIDO BEACH, ALABAMA (Owner)

By: _____

Kae Hamilton, Mayor

(SEAL)

ATTEST: _____

Christi Stitt, Town Clerk

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT: EMERGENCY DEBRIS CLEARANCE AND REMOVAL, TOWN OF PERDIDO BEACH

In accordance with the Agreement dated _____, 2023, you are hereby notified to commence work on or before _____, 2023.

Town of Perdido Beach, Alabama (OWNER)

By _____
KAE HAMILTON, MAYOR

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 2023.

_____ (CONTRACTOR)

By: _____

By _____

WAIVER AND RELEASE OF LIEN

FROM: _____

TO: **The Town of Perdido Beach, Alabama** (Owner of Project)

PROJECT NAME: **EMERGENCY DEBRIS CLEARANCE AND REMOVAL, TOWN OF PERDIDO BEACH, ALABAMA**

KNOW ALL MEN BY THESE PRESENTS:

- 1. The undersigned, having been employed by the **Town of Perdido Beach** to furnish labor and/or materials for the referenced project, does hereby waive and release any and all lien and claim or right to lien and claim against the **Town of Perdido Beach** on the referenced project on account of labor or materials, or both furnished for the referenced project.
- 2. The undersigned further certifies that to the best of his knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor and/or materials for the referenced project.
- 3. The undersigned further agree that, after execution of this document, it will defend at its expense, and save the **Town of Perdido Beach** (Town), State of Alabama, U.S. government, their respective employees, officials & agents, harmless from any and all claims or liens arising out of the undersigned's furnishing of labor and/or materials for the referenced project.
- 4. The undersigned has executed this document in order to induce the **Town of Perdido Beach** to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the **Town of Perdido Beach** arising out of the furnishing of labor and/or materials for the referenced project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20__.

STATE OF ALABAMA
COUNTY OF BALDWIN

Personally appeared before me the undersigned Notary Public in and for said County and State, _____, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

NOTARY PUBLIC

GENERAL CONDITIONS

OWNER

The Owner for this contract is the Town of Perdido Beach, Alabama. **The mailing address for the Owner is 9212 County Rd 97-PerdidoBeach, Al 36530.**

LOCAL LICENSE REQUIREMENT

Attention is called to the fact that all companies performing work on this Contract must obtain a Business License from the Town of Perdido Beach available at Town Hall.

CONTRACT DOCUMENTS

The Owner will furnish to the Contractor free of charge four (4) sets of plans, specifications, and city street name maps. Additional sets may be purchased at a price of \$20.00 per set.

PAYMENTS AND COMPLETION

Once in each month, the Contractor shall submit Applications for Payment for completed work in place. All applications for Payment (invoices) should reflect work for each task order. In the event that work is being done under this Contract concurrently for more than one declared disaster, a separate application for payment must be submitted for each individual declared disaster. Payment shall be made to the Contractor within thirty (30) days of receipt and approval of Application for Payment. The final monthly payment prior to the expiration of the Contract shall not be made until: 1) Submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the work under this contract have been paid in full including a Waiver and Release of Lien on the form included in the Contract Documents; 2) FOR CONTRACTS OF \$50,000 OR MORE, legal notice of advertisement of completion has been advertised four (4) consecutive weeks in some newspaper of general circulation in Baldwin County, Alabama (approved by the Owner); 3) Final inspection of the work by the Owner. Final payment will be made to Contractor within thirty (30) days after satisfactory completion of (1), (2) and (3) above.

INSURANCE

General Certificate of Insurance

Submit certificate of insurance on a suitable form provided by the Insurance Company.

Notification of Owner Re: Termination/Expiration

Each and every policy shall contain an endorsement stating that insurance company will not, prior to completion of project or any policy expiration date shown on policy and certificate, whichever occurs first, terminate policy or change any coverage therein without first mailing by registered mail, written notice of such action at least thirty (30) days prior to termination or change, to Owner at whose request the policy and certificate are issued.

Insurance Companies

Coverage of all insurance shall be in acceptably strong companies with a minimum rating of A+AA in Best's Insurance Guide, or lacking that, must be approved by the Owner.

Owner Liability

All liability policies (including any excess policies used to meet coverage requirements) shall include the Town of Perdido Beach, Alabama as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the Town of Perdido Beach's general supervision of the contractor.
- 3) Town of Perdido Beach shall be listed as a Certificate Holder. The Town shall be identified as follows:

Town of Perdido Beach
 Attn: Town Clerk
 9212 County Rd 97
 Perdido Beach, AL 36530

Additional Coverage

Coverage shall include liability arising from property in care, custody and control of Contractor.

Limits of Coverage

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

Amounts of Coverage

Comprehensive General Liability: Bodily injury or Property Damage - \$2,000,000 per occurrence and general aggregate

Automobile and Truck Liability:

Bodily Injury or Property Damage - \$2,000,000 Per occurrence and general aggregate

Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of Alabama.

Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

SPECIAL CONDITIONS

SANITARY FACILITIES

The Contractor shall provide on site sanitary facilities, if he so deems sanitary facilities to be necessary. Limited sanitary facilities shall be provided by the Owner in locations designated by the Owner.

STORAGE OF EQUIPMENT AND MATERIALS

All equipment and materials may be stored on the job site. Stored materials as well as equipment remain the property of the contractor until contract completion.

DISPOSAL OF MATERIALS

Any waste and excess materials shall be disposed of in a safe manner conforming to all Federal and State Occupational and Environmental Laws and Regulations including, but not limited to, the Occupational Safety and Health Act (OSHA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA), the Toxic Substances Control Act (TSCA), and Alabama Department of Environmental Management (ADEM) Regulations.

DRAWINGS AND CONTRACTUAL DOCUMENTS

The Contractual Documents shall consist of the Request for Bids, Instructions for Bidders, Bid, Bid Forms, Contract, General Conditions, Special Conditions, Technical Specifications, all amendments and addenda thereto, and Drawings attached hereto.

SPECIFICATIONS

1.0 GENERAL

- 1.1 The purpose of this contract is to provide debris clearance and sand reclamation services to the Town of Perdido Beach, Alabama in the event of a hurricane or other disaster.

2.0 SERVICES

- 2.1 The Contractor shall remove debris by loading and hauling from selected areas outlined on the attached Town Map. The Town may or may not select any given Zone shown on the map for debris clearance, and reserves the right to assign other contractors to clear debris in any given Zone based upon slow and/or non-performance under this contract in that given Zone. Specific Task orders will be implemented by writing.
- 2.2 All non-burnable debris such as concrete, masonry blocks, steel, and asphalt, shall be taken to Eastfork Environmental Landfill at 17971 CC Road, Elberta on the west side of Highway 59 or Magnolia Springs Environmental Landfill at 15140 County Road 49. Burnable debris shall be taken to Eastfork Environmental Landfill or Magnolia Springs Environmental Landfill unless one or more of the alternate burnable debris sites are opened
- 2.3 The work shall consist of clearing and removing any and all “eligible” debris (see section 4.0 for definition of eligible debris) from primarily the public right-of-way (ROW) of streets and roads, as directed by the City Inspector/Representative (CIR). The contractor must have a right of entry (ROE) before entering private property for sand reclamation or any other purpose, unless expressly authorized by the City. The City will obtain these rights of entry and provide them to the contractor. Additionally, the contractor must have City development permits issued by the US Fish and Wildlife Service or the City, to enter property which has been designated as “critical habitat” The contractor shall request any ROE’s or development permits at least five working days in advance of when they will be needed.

Debris removal shall include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled or dumped under this contract. Burnable debris will be loaded separately from non-burnable debris. Mixed loading of burnable and non-burnable will be kept to a minimum.

Contractor may be required to load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the Town. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Town or Monitor. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity as recorded by the official load tickets [Tipping fees will be paid by the Town].

- 2.5 Debris removal shall include all eligible debris found on the ROW within the designated Zones. The **CIR** may specify any eligible debris within the ROW which should not be removed, or which

should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the CIR. The Contractor shall not move from one designated work area to another designated work area without prior approval from the CIR. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. Upon completion of debris removal, the Contractor shall, upon direction from the CIR, rake all areas of rights of way containing scattered debris and/or damaged by debris removal operations in order to remove debris and restore the right of way to a clean, reasonably undamaged appearance.

- 2.6 In addition to debris removal from rights-of-way, the contractor shall be prepared to remove debris from wetlands and wooded upland areas, and from the beaches, on a unit price per cubic yard CY basis using hand labor, dump trailers, work barges, etc. Debris removed from wetlands, wooded uplands, and the beach shall be stacked at the nearest available right-of-way or public property for disposal.
- 2.7 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and local governments or agencies, or of any public utilities.
- 2.8 The government or their designee shall have the right to inspect work sites, verify quantities, and review operations at any time.
- 2.9 All work shall be accomplished in a safe manner in accordance with applicable state and federal regulations.

3.0 **DEBRIS LOAD TICKETS**

- 3.1 Four-part load tickets will be used for recording volumes of debris removal.
- 3.2 Each ticket will contain the following information:

- Ticket Number
- Date
- Contractor Name
- Truck Number
- Certified Load Quantity
- Dump Arrival Time
- Debris Classification
- Debris Quantity

- 3.3 Load Tickets. Load tickets will be issued by a CIR to a vehicle operator upon arrival at the dumpsite. The CIR will keep one copy of the ticket, and give two copies to the vehicle operator and one to the landfill operator.

4.0 **DEBRIS CLASSIFICATION**

- 4.1 Eligible Debris. Debris that is within the scope of this contract falls under four possible classifications; Burnable, Non-Burnable, Recyclable and debris classified as Household Hazardous Waste (HHW).
- 4.2 Burnable Debris. Burnable debris includes all biodegradable matter except that included in the following definitions or other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; unrelated structural timber; untreated wood products; and brush.
- 4.3 Non-Burnable Debris. Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non-wood building materials; metal products (i.e. Mobile Trailer parts, Household appliances other than refrigerators, and similar items; uncontaminated soil; roofing materials; and carpeting.
- 4.4 Household Hazardous Waste (HHW). Household hazardous wastes, such as petroleum products, paint products, etc., and known or suspected hazardous materials, such as asbestos, lead-based paint, or electrical transformers.
- 4.5 Refrigerators. Appliances which contain refrigerants and/or food wastes which must be removed prior to disposal. **These items must be taken to Magnolia Springs.**
- 4.6 Stumps. Tree stumps located within the ROW which have one-half or more of the root ball exposed will be removed. Tree stumps with base diameter measurements less than or equal to 24 inches (measured 24 inches up from where the tree originally exited the ground) will be considered to be burnable debris and removed of with the same methods used for other burnable debris; refer to attached FEMA stump conversion table for rates. Unit prices for all stumps as defined in this specification, will be “cradle to grave” pricing including removal, disposal, filling and leveling.

5.0 **DUMPSITES**

- 5.1 The Contractor shall use only debris dumpsites designated in Section 2.2, unless otherwise approved by the CIR. The Contractor shall haul non-burnable debris to the site(s) designated for non-burnable debris and burnable debris to site(s) designated for burning.
- 5.2 The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations. Town Inspectors or their Monitor will be at all dumpsites as necessary when debris is being hauled to that site.
- 5.3 The Government makes no representations regarding the turn-around time at the dumpsites.

6.0 **DEBRIS CLEARANCE COMPLETION**

- 6.1 Maximum allowable time for debris clearance completion will be 90 calendar days, unless the Town extends this time for delays not caused by the contractor. Extensions in completion time

will be equitably negotiated by both parties pursuant to applicable State and Federal law. Liquidated damages shall be assessed at \$500.00 per calendar day for any time over the maximum allowable time for debris clearance.

7.0 **MINIMUM EQUIPMENT REQUIREMENTS**

- 7.1 All trucks and other equipment must be in compliance with all applicable Federal, State and local rules and regulations. All trucks shall possess a currently valid Alabama DOT certification for highway operation, and shall be equipped with tarps capable of preventing spillage during transit. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment and be equipped with a tailgate that will effectively contain the debris during transport, allow the truck to be used to spread sand by tailgating, and permit the truck to be filled to capacity, and measured and marked for its load capacity. Sideboards or other extensions to the bed are not allowed unless otherwise approved by CIR, etc. All hauling/transport vehicles will meet most current FEMA guidelines at the time of the event. The Town reserves the right to reject any transport vehicle.
- 7.2 All loading equipment shall conform to OSHA standards, including backup alarms.
- 7.3 Prior to commencing debris removal operations, the Contractor shall present to the CIR all trucks or trailers that will be used for hauling, debris for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking. Contractors shall provide a placard which can be permanently marked upon for both sides of every truck for which presented for marking by the CIR.
- 7.4 Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- 7.5 Excavating/loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) and non-rubber tired equipment must be approved by the CIR.
- 7.6 In order to qualify as a conforming bidder, the contractor must have immediately available for employment upon contract award the following equipment, at a minimum:
- a. (10) off-road dump trucks, minimum 20 CY capacity per truck
 - b. (20) on-road dump trucks, minimum 18 CY capacity per truck
 - c. (10) wheeled front end loaders, minimum 3 CY capacity per loader

- d. (5) excavators, minimum 1.0 CY per excavator
- e. (10) skid steer loaders
- f. (4) tracked mobile sand sifters, POWERSCREEN CHIEFTAIN 1400 or equivalent, fitted with stainless steel wire slotted final screens, 1/2" spacing between wires.
- g. (5) bulldozers, minimum 160 HP/D-6 equivalent capacity

Bidder shall provide a notarized letter with his bid stating he has available all the required equipment listed in this section and can mobilize this equipment into Perdido Beach within seventy-two (72) hours of notification of contract award. The Town shall have the right to direct the addition of equipment and labor as necessary to ensure that, in their sole judgment, the work is being productively and efficiently accomplished.

8.0 REPORTING

- 8.1 The CIR will prepare a daily report at the end of each day of the term of the contract. Each report shall contain, at a minimum, the following information:

Contractor's Name

Location of work

Day of report

Daily and cumulative totals of burnable and non-burnable debris removed, by category

Daily and cumulative totals of sand debris removed from ROW and public property

Daily and cumulative totals of ROW sand sifted and spread

Daily and cumulative totals of private property sand hauled to a sifter or the beach

Daily and cumulative totals of private property sand sifted and spread

The CIR will provide these reports to the Contractor on a daily basis.

Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

9.0 OTHER REQUIREMENTS

- 9.1 The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract
- 9.2 The Contractor must be duly licensed in accordance with the state's statutory requirements to perform the work. The Contractor shall obtain all permits and City licenses necessary to complete the work. Town fees for permits, where needed, shall be waived. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the CIR.

- 9.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of any Contractor or subcontractor actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Town.
- 9.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, and local requirements, including the Alabama MUTCD Volume 1, Traffic Control in Work Areas. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with applicable state and federal regulations.
- 9.5 Utilities and infrastructure such as fire hydrants, sewer manholes, valve boxes, concrete curbs, etc. buried by sand or other materials as a result of storm over wash or storm recovery operations will be located by GPS or other means, then where feasible, dug out, exposed and flagged, staked and/or roped off. If the contractor damages a properly flagged, staked and/or roped off utility/infrastructure for any reason, he shall be responsible for paying the total cost for repair, or, alternately, having this cost deducted from payments owed him.

10.0 MEASUREMENT AND PAYMENT

- 10.1 Measurement and payment for burnable and non-burnable debris removed will be by the cubic yard (CY) as predetermined through truck bed measurement. Trucks with less than full capacities will be adjusted down by visual inspection by the CIR. Measurement will be documented by load tickets.
- 10.2 Measurement and payment for stumps removed with 24 to 36 inch, 37 to 48 inch, and 49 inch and larger diameter base cuts, (measured 24 inches up from where the tree originally exited the ground) shall be per stump. All unit pricing shall include removal, disposal, filling and leveling.
- 10.3 Measurement and payment for removal of debris from wetlands and wooded uplands shall be by the cubic yard CY. Wetland debris removal will not normally include removal from lakes and other water bodies below the MHTL; it will normally include wetlands areas adjoining these water bodies above the MHTL, and isolated wetland areas. Wooded uplands include dry upland areas requiring primarily hand labor supplemented by supporting loading equipment.
- 10.4 Measurement and payment for raking rights-of-way. The CIR shall designate those rights of way damaged by debris removal operations and those rights of way shall be raked to restore the right of way to a reasonably undamaged, clean condition at no charge. All other rights of way raking shall be paid for on a cost per acre basis, and is not to be included in the unit price for debris removal.

10.5 Measurement and payment for removing debris from the beaches shall be by the cubic yard CY. Removal shall consist of using hand labor, dump trailers, front end loaders, etc., to collect all visible surface debris, including seaweed mixed with debris, and dumping it in selected beach accesses for loading and removal by others.

11.0 PAYMENT INVOICES

11.1 Payment for work completed may be invoiced on a monthly basis. Invoices will be based on verified quantities from the daily operational reports and valid load tickets.

11.2 All dumping fees at authorized landfills will be invoiced by the landfill owner/operator directly to the Town and paid directly by the Town; **no unit price shall include tipping fees.**

12.0 OTHER CONTRACTS

The Town reserves right to issue other contracts or direct other contractors to work within the Zones included in this contract, normally, but not exclusively, for reasons of non-performance under this contract.

13.0 ENCLOSURES/ATTACHMENTS

- 13.1 Stump Conversion Chart
- 13.2 Town of Perdido Beach Zoning Map
- 13.3 FEMA Debris Removal Guidelines

13.1 Stump Conversion Table

Diameter to Volume Capacity

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

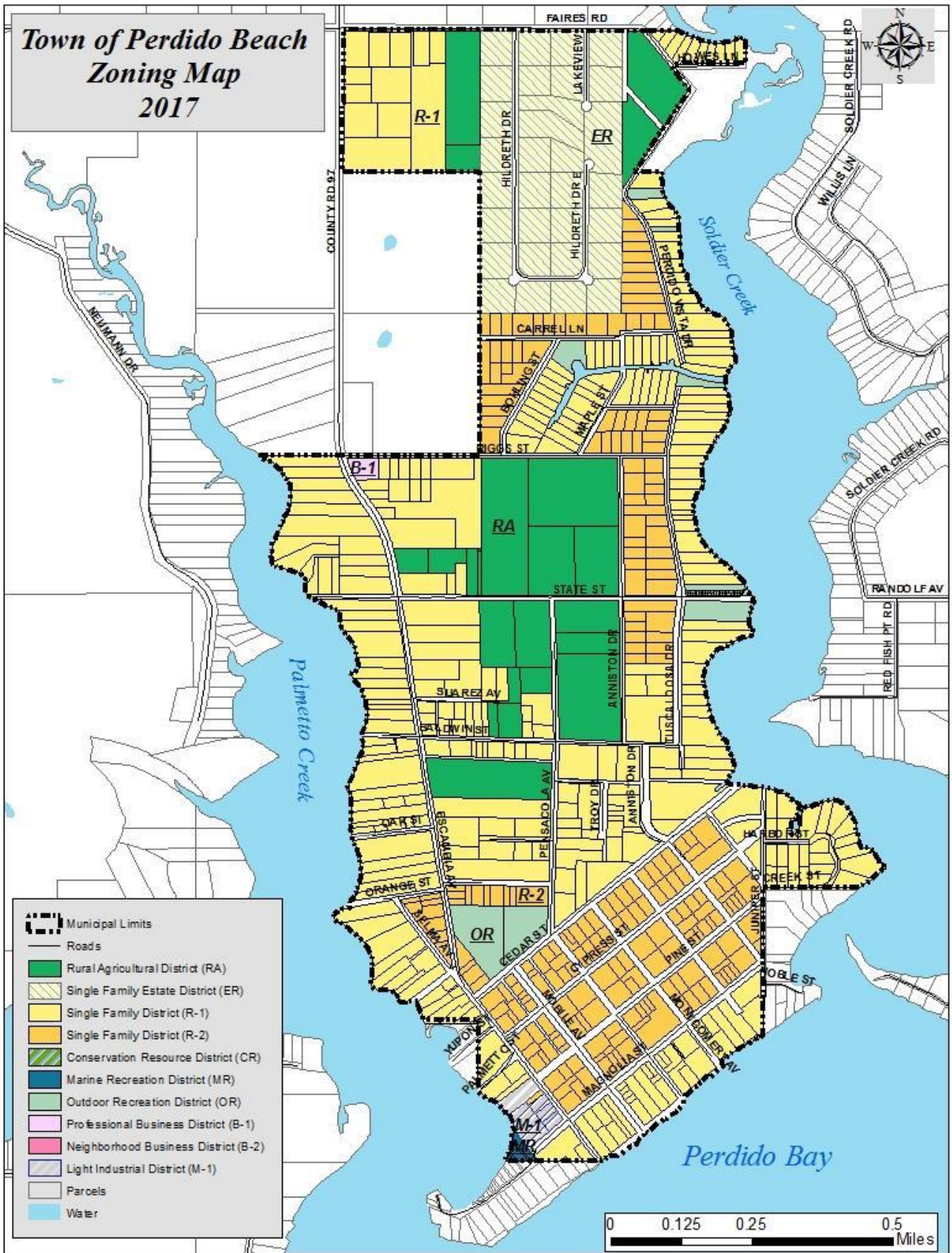
The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31”

Stump Diameter (inches)	Cubic Yards	Stump Diameter (inches)	Cubic Yards
-------------------------	-------------	-------------------------	-------------

6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6



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