

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Town of Loxley in Alabama, will receive bids in the Town Hall on June 1, 2021 no later than 1:00 P.M., for the Pre-Event Debris Removal and Disposal Services for the Town of Loxley Rights-of-Way within the corporate limits of the Town of Loxley. Bids will be opened June 1, 2021 at 1:00 P.M., in the Town Hall. Bids received after the June 1, 2021 at 1:00 P.M. deadline will not be considered. All time to be determined solely by the clock on the wall at the Town Hall. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Town Hall file stamp which shall be impressed on the face of all such documents when and as presented at the Town Hall.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of fifty six (56) pages. Bidders shall verify they have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Superintendent of Utilities, Robert Davis at (251) 964-7644 phone, (251) 964-0074 fax.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation to Robert Davis in writing or e-mail (rdavis@townofloxley.org) forty-eight (48) hours before submission date of bids. The Town of Loxley cannot, and does not guarantee that inquiries sent by mail or e-mail will be received or responded to on or before the submission date and time as indicated. It is the responsibility of the bidder to contact the Public Works Department; Robert Davis at (251) 964-7644 if a reply is not received.

The use of specific names and numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for the Town of Loxley.

Contact initiated by a potential bidder with the Town of Loxley will be only as specifically set out in this invitation. Any other contact with a Town of Loxley official initiated by a potential bidder or bidder regarding this bid, between the date of this invitation to the date of bid award, shall be deemed and treated as an attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Town of Loxley.

BIDDER OUALIFICATIONS

All Bidders shall be in compliance with all applicable federal, Alabama State, Town of Loxley and municipal laws, regulations, resolutions and ordinances, including, but not limited to, all certifications, licenses, and permits, per Alabama Code (1975), as amended, Sections 10A-1-7.01, et seq. (concerning foreign entities doing business within Alabama), Sections 34-8-1, et seq.

(concerning general contractor licensing for businesses which construct or superintend the construction of any building, highway, sewer, structures, site work, grading, paving or project or any improvement of structure costing \$50,000.00 or more), Sections 40-12-1, et seq. (concerning licenses), Sections 40-14A-1, et seq. (concerning taxation of corporations conducting business in this state), and Sections 40-23-1, et seq. (addressing sales and use tax); provided, the bidder is not exempted from the above mentioned Code Section elsewhere in the Code. All Bidders shall timely submit evidence or documentation establishing that they are presently licensed and permitted under the applicable above mentioned Code Sections, suitable to, and upon request by, the Town of Loxley. Such evidence or documentation may be submitted with the bid.

All out-of-state bidders must provide proof of certification of authority, and any required registration, to transact business in this State, obtained from the Secretary of State, all as provided for in Sections 10A-1-7.01 et seq. Code of Alabama 1975, as amended, in order to perform work for the Town of Loxley. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Secretary of State is (334) 242-5324, Business Services.

PREPARING THE BID

Bids must be typed or handwritten in ink. A bid submitted in pencil shall not be accepted. The Bid Guarantee and Bid Response Form must be an original; copies shall not be accepted. All required paperwork must be received in the sealed Bid Package.

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the Town of Loxley regarding this bid; said specifications shall be so considered by the bidders. Accordingly, the bidder understands and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled "**EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the bid. Variations shall be treated likewise, i.e. shall be labeled "**VARIATION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the bid. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate bid evaluation and tabulation, it is suggested that bids be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

- (1) Cost using material as specified.

(2) Cost using material as specified of at least 25% recycled material, if available. It is the intent of the Town to award bids, which include recycled material when not prohibitive in cost and when all other terms and conditions of the Alabama Competitive Bid Law are complied with.

IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS \$10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED \$10,000.00, WILL BE INCLUDED WITH THE BID. such bid guarantee shall be a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, Letter of Credit, or certain bonds or note of the United States. This is required by the Alabama Competitive Bid Law. No exceptions will be allowed.

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the financing agency will be held to, and they agree to be bound by the requirements stated in the Invitation to Bid. The financing agency and the Town of Loxley must approve any assignment of the financing agreement. Failure to disclose the financing information and all conditions will disqualify the bidder, and will constitute grounds to invalidate any resulting contract, at the Town of Loxley's sole discretion.

Bidders which return a NO BID statement shall write on the outside of the envelope, the Bid Number (TOL0601-2021) with "NO BID" written underneath. The envelope will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Town of Loxley, 1089 S. Hickory Street, Loxley, Alabama, Attn.: Robert Davis, Post Office Box 9, Loxley, Alabama 36551. The Town of Loxley cannot, and does not guarantee that bids sent by mail or courier will be received on or before the bid opening day and time as indicated. Bids received after the deadline shall not be accepted and shall be returned to the bidder unopened. All bids received must be in a sealed envelope plainly marked, "TOL 0601-2021" "PRE-EVENT DEBRIS REMOVAL & DISPOSAL SERVICES." Bids submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

All factors stated in this invitation package will be evaluated in determining the successful bidder. Any omission(s) of the herein stated requirements may be cause for rejection of the bid(s) submitted, solely as determined by the Town of Loxley.

The **Town of Loxley** reserves the right to evaluate bids for correctness and completeness, and to award the bid at any time within thirty (30) days following the bid opening.

The **Town of Loxley** reserves the right to reject any and all bids, to waive any defects in the formality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

TITLE 39/CODE OF AL COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the Town of Loxley places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such contract with the Town of Loxley for the prosecution of any public works, to ensure that they and all any of their respective agents comply with all applicable provisions of Title 39, Sections 39-1-1 et seq. of the Alabama Code (1975).

More specifically, any contractor, person or entity entering into such a contract with the Town of Loxley for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39 including, but limited to, the following provisions:

Section 39-1-1

"(f) the contractor shall, immediately after the completion of the contract give notice of completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of Publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by posting at the courthouse for thirty (30) days, and proof of same shall be made by the judge of probate, sheriff, and the contractor.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand dollars (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week."

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting wherefrom. Furthermore, the Town of Loxley takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure of any contractors to strictly comply with Alabama Law.

Done this 14th day of June 2021.

RICHARD TEAL, Mayor Town of Loxley

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SPECIFICATION FOR BID #TOL 0601-2021

The Town of Loxley is requesting Bids to provide Disaster Debris Removal and Disposal Services following an event within the Town of Loxley's municipal boundaries.

WHEREAS, The Town of Loxley lies within the south west corner of the State of Alabama and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornadoes as well as other natural and/or manmade disasters (Events). Disaster is defined as Federal Emergency Management Agency eligible.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Town of Loxley.

PREPARATION OF BIDS

Forms furnished, or copies thereof shall be used in strict compliance with requirements of the Invitation to Bid, these instructions and the general specifications for the Project are necessary. Special care should be excised in the preparation of bids. Bidders must make their own estimates of the Facilities and difficulties attending the proposed Contract, including without limitation local conditions, uncertainty of weather, quantities and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

BIDDER OUALIFICATIONS

The Town of Loxley may make such investigations as they deem necessary to determine the ability of the bidders to furnish all equipment and perform all work. The Town of Loxley reserves the right to reject bids from any bidder who by the evidence submitted, or investigation of such bidder, fails to satisfy the Town of Loxley that such bidder is properly qualified or able to the satisfaction of the Town to carry out the obligations of the Contract and to furnish all materials and work contemplated therein.

NOW, THEREFORE, the Town of Loxley is requesting proposals from contractors to provide services reasonably necessary to ensure prompt removal and disposal of debris resulting from a disaster event as follows:

The Town of Loxley is requesting proposals from experienced firms to enter into a prevent Contract at no immediate cost to the Town of Loxley for the following services. Contractors shall provide clean up, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the Town of Loxley in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public property.

The Town of Loxley intends that the successful bidder(s), herein after Contractor(s), shall provide all labor, services, equipment, materials, and supplies necessary to remove, transport, accept, process, and reduce through either grinding vegetative debris into chips/mulch or through open burning/air curtain incineration into ash. The Town of Loxley will determine the method to

be used based on environmental considerations. The bid specifications are comprised of the following components:

- Scope of Services: Attachment 1
- Debris Removal & Disposal: Attachment 2
- Stump Conversion Table: Attachment 3
- Equipment Rates: Attachment 4

The following documents must be provided along with the Bid Schedule:

1. Past experience removing disaster debris. (Last three disaster related jobs performed).
2. Past experience setting up, managing and operating a disaster debris reduction site. (Last three disaster related jobs performed.)
3. A list of existing contracts with other Federal Agencies, States, Counties and Municipalities for similar work.
4. List of references.
5. Certificates of insurance as required in the bid specifications.
6. List of company officials with contact numbers.
7. A letter from a minimum of one financial institution certifying the Contractor's ability to finance through current capital or credit capabilities a debris removal contract for an estimated one million cubic yards.
8. List of Equipment to provide evidence of responsibility and ability to timely perform the contract work under Performance Rates in Section 8.3 of this contract. This will include written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel designated by the contractor to be available for this contract.
9. List of proposed subcontractors and equipment to be used.

ATTACHMENT 1
SCOPE OF SERVICES FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

1.0 GENERAL

1.1 The Town of Loxley is requesting bids from experienced firms to enter into a pre-event contract at no immediate cost to the Town of Loxley for the following services pursuant to this Scope of Services for Disaster Debris Removal and Disposal Services (“Scope of Services”). Contractors shall provide cleanup, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the Town of Loxley in order to, without limitation, abate or mitigate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public property. All work under this contract shall conform to eligibility standards found in FEMA-325 Public Assistance Debris Management Guide and/or the latest Disaster Assistance Policies.

The Work to be undertaken includes, but is not limited to:

1.2 **Emergency Road Clearance:** Removal of debris from the transportation routes as directed by the Town of Loxley.

1.3 **Debris Removal:** Removal of debris from public rights of way, and from private property as authorized by law and when approved by the Town of Loxley.

1.4 **Heavy Dense Debris:** Removal of concrete, asphalt, pavement, sand and after similarly dense debris may be required by the Town of Loxley to be hauled by appropriate equipment and disposed of on a per ton basis at a Town of Loxley designated landfill.

1.5 **Residual Debris:** Any debris that cannot be picked up by equipment shall be picked up and collected by hand and disposed of on a cubic yard basis in accordance with FEMA Recovery Policy RP9523.12. The maximum amount recorded for a hand-loaded vehicle/trailer will be 50% of its measured capacity.

1.6 **Temporary Debris Staging and Reduction Sites (TDSRS):** All Debris shall be hauled to a Town of Loxley designated landfill, unless the Town of Loxley approves the use of temporary debris staging and reduction sites ("TDSRS"). Town of Loxley owned sites and landfills shall be a priority in selection of TDSR sites.

All temporary debris staging and reduction sites must be pre-approved by the Town of Loxley and meet all local, state, and federal permits, including without limitation ADEM and

FEMA-325 Public Assistance Debris Management Guide. Flood Plains, wetlands, and subdivision areas shall be avoided.

The Contractor will locate, prepare and maintain a sufficient number of TDSRSs to accept and process all eligible storm debris if necessary and approved by the Town of Loxley. On all TDSRS not owned by the Town of Loxley, the Contractor will be responsible for acquiring Land Lease Agreements and conducting Environmental Baseline Data Collection as direct in FEMA-325 Public Assistance Debris Management Guide. Preparation and maintenance of TDSRS shall include maintenance of approach and interior road(s) for the entire period of debris hauling, including provision of crushed rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient to accommodate a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

All debris shall be processed in accordance with local, state and federal law, standards, regulations and FEMA- 325 Public Assistance Debris Management Guide. Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the Town of Loxley. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, and white goods. Contractor agrees to and shall indemnify and hold the Town of Loxley harmless for any and all damage of any kind arising out of Contractor's use of TDSRS.

1.7 Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations.

All debris shall be disposed in a Baldwin County maintained Landfill, unless otherwise authorized by the Town of Loxley in writing.

1.8 Documentation and Inspections: Storm debris shall be subject to inspection by the Town of Loxley. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the Town of Loxley access to all work sites and disposal areas. The Contractor and the Town of Loxley will have in place at the Temporary Debris Staging and Reduction Sites (TDSRS) and/or Landfill sites, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the disposal sites. The Contractor will assist the Town of Loxley in preparation of the Federal (FEMA), and State reports for any potential reimbursement through the training of Town of Loxley

employees and the review of documentation prior to submittal. The Contractor will work closely with the Town of Loxley, State Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documentation appropriately addresses concerns of the likely reimbursement agencies.

1.9 Work Sites: The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to or better than the original condition of the site.

1.10 White Goods: The Contractor should expect to encounter White Goods available for disposal. White Goods will constitute household appliances. The Contractor will dispose of all White Goods encountered in accordance with applicable Federal, State and local laws in a Baldwin County maintained landfill.

1.11 Stumps: The Contractor shall remove all stumps that are placed on Town of Loxley rights of way or determined to be hazardous as directed by the Town of Loxley. Stumps will be hauled to TDSRS or Landfill as directed by the Town of Loxley. All Stumps shall be handled in accordance with FEMA-325 Public Assistance Debris Management Guide and FEMA Disaster Assistance Policy 9523.11 "Hazardous Stump Extraction and Removal Eligibility" or the latest Disaster Assistance Policy.

1.12 Clean Fill Dirt: The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the Town of Loxley. This clean fill dirt shall be compacted as directed by the Town of Loxley.

1.13 Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:

1.13.1 Recovery process documentation - create plan of action

1.13.2 Maintain documentation of recovery process

1.13.3 Provide written and oral status as requested by the Town of Loxley

1.13.4 Review documentation for accuracy and quantity

1.13.5 Assist in preparation of claim documentation. The costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments 1, 2, 3, and 4). Contractor shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope

2.0 SPECIAL PROVISION FOR DISASTER DEBRIS REMOVAL OPERATIONS

2.1 For the purpose of this contract and the activities generated by this contract the term "rights-of way" shall mean the traveled way and the area immediately adjacent (left and right) to the traveled roadway of all identified public access roads within the specified collection debris pickup zones, as well as private roads as authorized by law and in accordance with FEMA Disaster Assistance Policy DAP 9523.13 when approved by the Town of Loxley. Contractor(s) will not remove storm debris outside the obvious right-of-way.

2.2 The Contractor(s) will not trim "hangers" or cut down any trees and stumps under this contract without the expressed consent of the Town of Loxley. For purposes herein, "hangers" shall mean tree limbs two inches or greater in diameter that pose an immediate threat to public health and safety in the discretion of the Town of Loxley.

The Town of Loxley will be responsible for directing the tree removal as related to Town of Loxley right-of-way concerns. All hazardous Tree, Limb and Stump Removals shall be handled in accordance with FEMA-325 Public Assistance Debris Management Guide and FEMA Disaster Assistance Policy 9523.11 "Hazardous Stump Extraction and Removal Eligibility" or the latest Disaster Assistance Policy.

2.3 The Contractor(s) shall exercise care so as not to generate litter during the removal process. The Contractor(s) shall clean up loose material in the rights-of-way. The Contractor(s) shall be responsible for the repair of any collateral damages caused to private or public property.

2.4 The Town of Loxley reserves the right to direct the Contractor(s) to, and Contractors shall, return to and re- service designated locations within the pickup zone(s) at the same price per cubic yard rate as specified in the bid schedule.

2.5 Equipment Signage. Prior to commencing operations, the Contractor(s) and all of Contractor's subcontractors shall affix to each piece of equipment, signs or markings indicating, respectively, the Contractor's and all such subcontractor's names and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.

2.6 The Town of Loxley desires that the Contractor(s) maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation. The use of hand loading trucks and/or trailers is prohibited except for the final cleanup where mechanical loading is not feasible.

2.7 The Contractor(s) shall notify the Town of Loxley's representative of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor, on a daily basis.

2.8 No guarantee of minimum number of crews is implied or expressed and payment for services will only be made for actual work performed as required by the Town of Loxley.

2.9 Household Hazardous Waste (HHW) and Household Solid Waste (HSW) materials will not be removed from the rights-of-way under this contract.

3.0 SPECIAL PROVISIONS FOR DISASTER DEBRIS DISPOSAL OPERATIONS

3.1 The Town of Loxley intends that, without limitation, the successful bidder(s), herein after Contractor(s), shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce disaster debris through either grinding vegetative debris into chips/mulch or through open burning/air curtain incineration into ash. The Town of Loxley will determine the method to be used based on environmental considerations.

Inspection Tower: The Contractor(s) shall construct and maintain inspection tower(s) at all debris disposal sites. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

3.2 The Contractor(s) shall make provisions for portable sanitary facilities to be provided and maintained at all inspection towers.

3.3 The Town of Loxley will not provide to the Contractor(s) potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials or equipment deemed necessary to operate the vegetative debris volume reduction site.

3.4 Contractor(s) shall be responsible for establishing site layout for Temporary Debris Staging and Reduction Sites.

3.5 Contractor(s) will be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures at all Temporary Debris Staging

and Reduction Sites. The Contractor(s) shall comply with all Federal, state, and local safety regulations.

3.6 Upon completion of the debris reduction process, the Contractor(s) will clear the site of all mulch, and non-burnable debris and restore the site to as near its pre-use condition as practical. A final environmental site evaluation shall be conducted, similar to the baseline study, to confirm that the site has been returned to its pre-activity state.

3.7 The Contractor(s) shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal and local governments or agencies, or of any public utilities.

3.8 Site Considerations.

3.8.1 Temporary Debris Staging and Reduction Site Plan. The Contractor(s) will provide a site operations plan for review and approval by the Town of Loxley prior to beginning work. At a minimum, the plan will address the following:

- Access to site
- Shall acquire and pay expenses and costs for acquisition of site
- Site management, to include point of contract, organizational chart, etc.
- Traffic control procedures
- Site security
- Site safety
- Site layout/segregation plan
- Environmental mitigation plan, including considerations for smoke, dust,

noise, traffic, buffer zones, and storm water runoff as appropriate.

3.8.2 **Site Preparation.** The Contractor(s) shall be responsible for preparing the site(s) to accept the debris if required. Site preparation may include clearing, erosion control, grading, construction and maintenance of haul roads and entrances. Site preparation will be paid based on the actual cost incurred by the Contractor(s) based on actual equipment, personnel, and material invoices.

3.8.3 **Utilities and Sanitation Facilities.** The Contractor(s) shall provide utility clearances and sanitation facilities, if needed. The Contractor(s) shall protect existing

structures at the sites and repair any damage caused by his operations at no additional cost to the Town of Loxley.

3.8.4 **Site Security.** The Contractor(s) shall be responsible for installing site security measures and maintaining security for operations at the site.

3.8.5 **Fire Protection.** The Contractor(s) shall manage the site to minimize the risk of fire.

3.8.6 **Traffic Control.** The Contractor(s) shall be responsible for control of pedestrian and vehicular traffic in the work area. Contractor(s) shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. As a minimum, one flag person shall be posted at each entrance to direct traffic to the site.

3.8.7 **Debris Disposal.** The Contractor(s) must remove or arrange for the removal and final disposal of all debris brought to the debris reduction site. The Contractor(s) shall be considered the owner of all debris brought to the site.

3.8.8 **Site Closure.** The Contractor(s) shall be responsible for the closure of all TDSRSs within 30 calendar days of notice from the Town of Loxley of completion of all recovery and delivery activities hereunder.

This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to pre-work conditions. A final environmental site evaluation shall be conducted, similar to the baseline study, to confirm that the site has been returned to its pre-activity state. The site will be restored in accordance with all local, state, Federal and FEMA requirements as directed in FEMA-325 Public Assistance Debris Management Guide. The Contractor(s) is responsible for the proper disposal of non-burnable debris and wood chips. The Contractor(s) shall receive approval from the Town of Loxley as to the final acceptance of a site closure.

4.0 EQUIPMENT USE

4.1 The Contractor(s) shall provide all equipment necessary for the performance of the services required herein. All equipment repairs and operating costs shall be the responsibility of the Contractor(s).

4.2 All equipment must be in compliance with bid specifications and all applicable federal, state, and local rules and regulations.

4.3 Equipment, which is designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor(s) shall not solicit or perform work from private citizens or others to be performed in designated work areas during the duration of this contract. Under no circumstances will the Contractor mix tree debris hauled or processed for others with tree debris hauled or processed under this contract.

4.4 No debris will be allowed to accumulate or be stored on adjacent private property at any time, unless the Contractor obtains prior approval from the Town of Loxley.

5.0 PAYMENT

5.1 Debris Removal Operations

5.1.1 Compensation will be based on completed load tickets administered and validated by the Town of Loxley's monitors based on the Contractor(s)'s unit price per cubic yard hauled from the rights-of-way and/or improved public property.

5.1.2 Hauling of debris from rights-of-way and/or improved public property to a vegetative debris reduction site will be paid for at the bid schedule per cubic rate based on the one way distance traveled (0-15 one-way miles, 16-30 one way miles or 31 + one way miles). The Town of Loxley will determine the one-way mileage. Payment will be based on the quantity, in cubic yards, recorded on the load ticket verified by the Town of Loxley's disposal site monitor.

5.1.3 Hauling reduced debris from Temporary Debris Staging and Reduction Site (TDSRS) to a permitted landfill site will be paid for at the bid schedule per cubic rate based on the one-way distance traveled (0-15 one-way miles, 16-30 one-way miles, or 31+ one-way miles). The Town of Loxley will determine the one-way mileage. Payment will be based on the quantity, in cubic yards, recorded on the load ticket verified by the Town of Loxley's disposal site monitor.

5.1.4 Hauling of debris from rights-of-way and/or improved public property to a permitted landfill site will be paid for at the bid schedule per cubic rate based on the one-way distance traveled (0-15 one way miles, 16-30 one way miles, or 31 + one way miles). The Town of Loxley will determine the one- way mileage. Payment will be based on the quantity, in cubic yards, recorded on the load ticket verified by the Town of Loxley's disposal site monitor or weight ticket.

5.1.5 Payment for eligible stumps less than or equal to 24 inches in diameter (measured 24 inches up from where the tree originally exited the ground) will be considered burnable debris, removed, and disposed of using the same methods as other burnable debris using Attachment 4, Stump Conversion Table.

5.1.6 Payment for eligible stumps greater than 24 inches in diameter (measured 24 inches up from where the tree originally exited the ground) will be considered burnable debris, removed, and disposed of using Attachment 4, Stump Conversion Table.

5.1.7 This contract payment schedule governs unless FEMA Regulations differ, at which time the latest FEMA regulations override said specifications in this contract.

5.2 Debris Vegetation Volume Reduction Site Operations

5.2.1 Debris volume reduction site operations will be paid based on the total cubic yards of debris that are delivered to the volume reduction site for processing and disposal as recorded on load ticket validated by the Town of Loxley's disposal site monitor. The unit price per cubic yard of material processed must include all subsidiary costs including, but not limited to, site setup, labor, equipment, fuel, environmental controls, maintenance, general administration and disposal.

5.2.2 Compensation will be based on completed haul tickets validated by the Town of Loxley's monitors. Payment will be based on the Contractor(s)'s volume reduction unit price as stated on the bid schedule.

6.0 ADDITIONAL INFORMATION

6.1 The Town of Loxley shall have the right to terminate a contract or a part thereof at any time, in the event:

6.1.1 Circumstances arise making it desirable in the public interest, in the sole discretion of the Town of Loxley, to void the contract.

6.1.2 The Contractor(s) is not complying with the Specifications for Bid, Scope of Services or the Contract.

6.1.3 The proper techniques are not being followed by the Contractor.

6.1.4 The Contractor(s) refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity.

6.1.5 The Contractor(s), in the judgment of the Town of Loxley is unnecessarily or willfully delaying the performance and completion of the work.

6.1.6 The Contractor(s) refuses to proceed with work when and as directed by the Town of Loxley.

6.1.7 The Contractor(s) abandons the work.

6.1.8 The Contractor(s) employs any subcontractor(s) on the Federal debarred listing.

7.0 DEBRIS CLASSIFICATION

7.1 **Eligible Debris.** Debris that is within the scope of this contract falls under two possible classifications Burnable, Non-Burnable.

7.1.1 **Burnable Debris.** Burnable debris includes all biodegradable matter except that included in the following definitions of 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; untreated structural timber; untreated wood products; and brush.

7.1.2 **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; and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil.

7.2 **Ineligible Household Hazardous Waste (HHW).** The following items are examples of HHW material:

- home, lawn and garden chemicals used for pest, insect and weed control
- automotive fuel, windshield wiper fluid, antifreeze, brake fluid, transmission fluid
- gas additives, gear oil, car batteries, swimming pool additives, lamps and heating oil
- flammable cleaning solvents, such as kerosene, turpentine, mineral spirits, floor strippers
- thermometers, thermostats, and barometers containing mercury, photo chemicals

Note: The above 7.2 will not be part of this contract.

7.3 Chips/Mulch. Chips and mulch are the end product of chipping or grinding wood products. The Contractor(s) must either recycle or dispose of the resulting chips and mulch at a properly permitted Baldwin County owned landfill(s) site chosen by the Contractor(s)

7.4 White Goods. Appliances such as refrigerators, freezers, stoves, washers, and dryers.

8.0 PERFORMANCE SCHEDULE

8.1 Immediately following Bid Opening, the apparent responsible bidder(s) will meet with the Town of Loxley staff to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.

8.2 The Contractor(s) shall begin preparation for mobilization immediately after Notice to Proceed and be operational within 48 hours after Notice to Proceed.

8.3 Contractor(s) is required to grind a minimum of 200 cubic yards per hour per grinder with 4 hours of down time for service per 24 hours. The minimum required reduction/disposal rate should be achieved no later than 96 hours after receipt of Notice to Proceed. Liquidated damages shall be assessed at \$250.00 per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris being reasonably accessibility to Contractor for removal and delivery to the site.

8.4 All work, including environmental evaluation and site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the Town of Loxley that all pickup and delivery of debris has been completion unless the Town of Loxley initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable state and federal law will equitably negotiate subsequent changes in completion time. Liquidated damages shall be assessed at \$500.00 per calendar day for any time over the maximum allowable time established above.

8.5 Unless directed otherwise by the Town of Loxley, hauling of debris from rights-of-way and public property will be limited to daylight hours, 7 days per week.

9.0 CONTRACTOR(S) PETROLEUM, OIL, LUBRICANT (POL) SPILLS

9.1 The Contractor(s) shall be responsible for immediately reporting to the Town of Loxley and cleaning-up all petroleum, oil, or lubricant (POL) spills caused by the Contractor(s)'s operations at no additional cost to the Town of Loxley. Contractor shall be responsible for, and shall hold the Town of Loxley harmless from and against all related costs of containment, clean up, claims, and regulatory fines and penalties.

9.2 Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal and local laws and regulations.

9.3 Spills shall be reported to the National Response Center, and the Project Officer immediately following discovery.

A written follow-up shall be submitted to the Town of Loxley not later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, etc.).
- Determination as to whether or not the amount spilled is EPA/State reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor(s) has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

10.0 OTHER CONSIDERATIONS

10.1 The Contractor(s) shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor(s)'s personnel and equipment is the responsibility of the Contractor(s). Additionally, the Contractor(s) shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

10.2 The Contractor(s) must be duly licensed in accordance with the State of Alabama statutory and regulatory requirements to perform the work. The Contractor(s) shall obtain all permits necessary to complete the work. The Contractor(s) shall be responsible for determining

what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the Town of Loxley.

10.3 The Contractor(s) shall be responsible for correcting any notices of violations issued as a result of the Contractors' or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Town of Loxley.

10.4 The Contractor(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to his/her activities. Such costs might include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; and third party claims imposed on the Town of Loxley by any regulatory agency or by any third party as a result of noncompliance with federal or local environmental laws and regulations or nuisance statutes by Contractor(s), his/her Subcontractors, or any other persons, corporations or legal entities retained by the Contractor(s) under this contract.

10.5 **Meetings.** The Contractor(s) must attend any and all meetings required by the Town of Loxley.

10.6 **Quality Assurance.** The Contractor(s) must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements of this contract.

10.7 No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Town of Loxley. Under no circumstances shall the Contractor cause or allow the accumulation of brush, limbs, cut trunks/logs or other debris on a right-of-way in such a manner as to result in a hazard to the public.

10.8 The selected Contractor(s) is legally responsible for damage to public and/or private property, and injury (including death) to persons, while performing the duties outlined in these specifications (See Insurance Requirements).

10.9 Any damage to public and/or private property, or injury (including death) to persons, shall be reported to the Town of Loxley immediately following its occurrence.

10.10 The selected Contractor(s) shall erect proper barricades, signs and warning devices as necessary, for sidewalk and traffic closure/control when doing debris removal operations.

10.11 The Town of Loxley shall have the right to require the selected Contractor(s) to redo any work that is not done satisfactorily and in accordance with the specifications and/or standards stated.

10.12 Such work needing to be redone shall be performed promptly and at no additional cost to the Town of Loxley.

10.13 Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.

10.14 The selected Contractor(s) is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of the selected Contractor(s), such property shall be restored by the Contractor(s), or Contractor(s) shall cause such restoration to be done, at his expense to a condition similar or equal to that existing before such damage or injury, or he/she shall repair such damage in a manner acceptable to the Town of Loxley.

10.15 Whenever electric or telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the selected Contractor(s), the proper authorities of the utilities involved, or property owner involved, shall be consulted by the selected Contractor(s) prior to performing any work activity and all requested reasonable precautions by any such authority or persons shall be complied with.

10.16 The selected Contractor(s) shall contact all Utilities, to determine the location of underground utilities (i.e. gas, electric, telephone, cable television) that may be impacted 48 hours before commencement of related debris operations.

10.17 All motor vehicles and other major equipment used by the selected Contractor(s) to do work shall be clearly identified with the name of their company.

10.18 Safety of the Contractor(s) personnel and equipment is the responsibility of the Contractor(s). Additionally, the Contractor(s) shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.

10.19 The Contractor(s) shall be responsible for correcting any notices of violations issued as a result of the Contractor(s) actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Town of Loxley.

11.0 MEASUREMENTS

11.1 Measurements of debris processed at the volume reduction site will be by the Cubic Yard as estimated by the disposal site monitor and recorded on the Town of Loxley load tickets.

12.0 CONTRACT AWARD

12.1 The Town of Loxley reserves the rights to award one or more contracts based upon the amount of anticipated work needing to be done. Awards under this solicitation will be made to responsive, qualified, and responsible bidders giving consideration to bid price, expertise/experience of personnel comprising crew(s), type of equipment used, number of crews available from each bidder and administration costs.

12.2 Determination for the purposes of award shall be made on the basis of, without limitation, the most qualified bidder as it related to past performance, financial stability, mobilization schedule, resources and pricing.

12.3 Prior to award, bidders shall be required to provide evidence of responsibility and ability to timely perform the contract work. This will include the requirement to provide written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel designated by the Contractor(s) to be available for this contract.

12.4 A list of existing contracts with other federal agencies, states, counties and municipalities for similar work shall be required.

13.0 ADMINISTRATOR

13.1 The Town of Loxley or its designee will be the Contract Administrator for this contract.

14.0 STANDARDS OF PERFORMANCE

14.1 **Contractor Representative:** The Contractor shall have a knowledgeable and responsible Representative report to the Town of Loxley's designated Contract Representative within 24 hours following the execution of the Contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan. If requested by the Town of Loxley, a Contractor Representative may be required to be present at the Emergency Operations Center (EOC) prior to the anticipated landfall of a storm event.

14.2 **Mobilization Schedule:** When the written Notice to Proceed has been received by the Contractor and/or the on- site Contractor Representative, the Contractor shall mobilize a minimum of 50% of the required resources within 48 hours of receipt and 100% of the required resources within 96 hours of receipt to commence and conduct these contracted services.

14.3 **Payment and Performance Bonds:** Contractor shall provide payment and performance bonds. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14.4 **Time to Complete:** The Contractor shall complete all directed work as set out herein. An estimated time for completion will be determined once extent of damage has been determined and in accordance with this Contract.

14.5 **Completion of Work:** The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only, in the discretion of Town of Loxley, be described as storm litter and additional collection can only be accomplished by the use of hand labor. Debris Operations using hand loaded trucks and trailers shall be done in accordance with FEMA Recovery Policy RP9523.12.

14.6 **Extensions (optional):** In as much as this is a "time is of the essence" based Contract; the commencement of contracted services will be as set out in Section 8.0. If the completion of this Contract is delayed by actions of the Town of Loxley, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the Town of Loxley and the Contractor for reasons of additional time, additional services and/or additional areas of work.

14.7 **Term of Contract.** A three (3) year contract will be established to begin on the date that the Town of Loxley makes the award with an option for the Town of Loxley to extend for one twelve (12) month period or until such time that a new contract can be bid and awarded. Any additional extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the Town of Loxley and the Contractor no later than thirty (30) days prior to the expiration of the original contract.

15.0 GENERAL RESPONSIBILITIES

15.1 **Other Agreements:** The Town of Loxley may be required to enter into agreements with federal, state and/or local agencies for disaster relief. The Contractor agrees to be bound by the terms and conditions of such agreements.

15.2 **Town of Loxley Obligations:** The Town of Loxley shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed. A representative will be designated by the Town of Loxley to be the primary

point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice to Proceed. The Town of Loxley is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the Town of Loxley with the development of debris based PSA(s), if requested.

15.3 Conduct of Work: The Contractor shall be responsible for planning and conducting all operations in a professional, satisfactory workmanship manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a Town of Loxley Representative. The Contractor shall have and require strict compliance with the Alabama Code of Ethics.

15.4 Supervision: The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on all work sites a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the Town of Loxley's Authorized Representative shall be as binding as if given to the Contractor.

15.5 Damage: The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors.

15.6 Other Contractor(s): The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. Contractor shall strive to coordinate recovery activities with other contractors to the extent practicable.

15.7 Ownership of Debris: All debris shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, and white goods.

16.0 GENERAL TERMS AND CONDITIONS

16.1 Geographic Assignment: The geographic boundary for work by the Contractor's crews shall be as directed by the Town of Loxley and will be limited generally within the Town of Loxley's municipal limits.

16.2 **Multiple, Scheduled Passes (optional):** The Contractor shall make scheduled passes at the direction of the Town of Loxley and/or unscheduled passes of each area impacted by the storm event. The Town of Loxley shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the Town of Loxley.

16.3 **Operation of Equipment:** The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Town of Loxley.

16.4 **Certification of Load Carrying Capacity:** Prior to any vehicle being placed in service for purposes herein, the Contractor and all of its subcontractors shall submit to the Town of Loxley a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the Town of Loxley and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the Town of Loxley.

16.5 **Vehicle Information:** The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

16.6 **Security of Debris During Hauling:** The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall

be reasonably compacted and secured during transport. As reasonably necessary, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

16.7 **Traffic Control:** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the Town of Loxley and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor(s) and shall be accomplished with all traffic codes.

16.8 **Work Days/Hours:** The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the Town of Loxley following consultation and notification to the Contractor.

16.9 **Stumps:** All hazardous/eligible stumps identified by the Town of Loxley will be pulled, loaded, transported and disposed in accordance with FEMA Disaster Assistance Policy DAP9523.11.

16.10 **Utilizing Local Resources:** The Contractor shall, to every extent possible, give priority to utilizing resources within the Town of Loxley. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

16.11 **Work Safety:** The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the Town of Loxley and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

16.12 **Inspection and Testing:** All debris shall be subject to adequate inspection by the Town of Loxley or any public authority in accordance with generally accepted standards to ensure

compliance with the Contract and applicable federal, state and local laws. The Town of Loxley will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

16.13 **Other Agencies:** The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

17.0 REPORTS CERTIFICATIONS and DOCUMENTATION

17.1 **Accountable Debris Load Forms:** The Town of Loxley will provide serialized debris repotting ticket(s) that will serve as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

17.2 **Reports:** The Contractor shall submit periodic, written reports to the Town of Loxley as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

17.2.1 **Daily Reports:** The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

17.2.2 **Weekly Summaries:** A summary of all information contained in daily reports in a format required by the Town of Loxley.

17.2.3 **Report(s) Delivery:** The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the Town of Loxley in consultation with the Contractor.

17.2.4 **Final Project Closeout:** Upon final inspection and/or closeout of the project by the Town of Loxley, the Contractor shall prepare and submit a detailed description of

all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the Town of Loxley. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Town of Loxley and/or Government.

Subject to the terms of the Contract, final payment shall be made as follows:

The Contractor, immediately after the completion of the contract for each event, shall give notice of said completion by an advertisement in some newspaper of general circulation within the Town of Loxley, for a period of four (4) successive weeks. The Contractor shall make proof of publication of said notice to the Town of Loxley, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the Town of Loxley. Five (5%) will be retained, and shall be released after expiration of 30 days after the completion of the required advertisement.

17.3 Additional Supporting Documentation: The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may be required by the Town of Loxley and/or Government to support requests for debris project reimbursement from external funding sources.

17.4 Report Maintenance: Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

17.5 Contract File Maintenance: The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the Town of Loxley, whichever is longer.

18.0 UNIT PRICES and PAYMENTS: Payments to Contractor shall be based on Attachments 2, 3 and 4 and Contractor must fully complete attachments 2 and 4 and include with its bid.

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ATTACHMENT 2

DEBRIS REMOVAL AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)		CY
2	Debris Removal from Public Property (right-of-way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) 0-15 one-way miles		CY
3	Debris Removal from Public Property (right-of-way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) 16-30 one-way miles		CY
4	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site 0-15 one-way miles		CY
5	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site 16-30 one-way miles		CY
6	Debris Removal from Public Property (right-of-way) and Hauling directly to Final Disposal Site 0-15 one-way miles		CY
7	Debris Removal from Public Property (right-of-way) and Hauling directly to Final Disposal Site 16-30 one-way miles		CY
8	Management of TDSRS		CY
9	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal		CY
10	Processing (Burning) of Debris at TDSRS or Final Disposal Site		CY
11	Pick up and Haul of White Goods to Disposal Site within County (NOTE)		UNIT
12	Pick up and Disposal of Hazardous Material		LB
13	Freon Management and Recycling		UNIT
14	Dead Animal Collection, Transportation and Disposal		LB
HAZARDOUS STUMP REMOVAL & HAULING TO DISPOSAL SITE			
15	Removal and hauling per cubic yard. According to stump conversion Table (attachment #3)		
REMOVAL OF HAZARDOUS TREES (REMOVAL OF HAZARDOUS TREES IN THE SIZE CATEGORIES LISTED AS MEASURED 54" ABOVE GROUND AND PLACED ON THE RIGHT-OF-WAY OR PUBLIC PROPERTY OR AS DIRECTED BY THE TOWN)			
16	6" to 11.99" in diameter		EACH

17	12" to 23.99" in diameter		EACH
18	24" to 35.99" in diameter		EACH
19	36" to 47.99" in diameter		EACH
20	48" or greater in diameter		EACH
21	REMOVAL OF HAZARDOUS TREES (REMOVAL OF HAZARDOUS BROKEN AND HANGING LIMBS 2" OR GREATER IN DIAMETER AS MEASURED AT POINT OF BREAK AND PLACED ON THE RIGHT-OF-WAY OR PUBLIC PROPERTY AS DIRECTED BY TOWN		EACH
EXTRACTION, TRANSPORT, DISPOSAL AND BACKFILLING ROOT-BALL HOLE OF HAZARDOUS STUMPS (REMOVAL OF HAZARDOUS STUMPS IN THE SIZE CATEGORIES LISTED THAT HAVE 50% OR MORE OF THE ROOT-BALL EXPOSED AND THAT ARE GREATER THAN 24" IN DIAMETER AS MEASURED 24" ABOVE THE GROUND)			
22	24" TO 25.99" IN DIAMETER		EACH
23	36" TO 47.99" IN DIAMETER		EACH
24	48" OR GREATER IN DIAMETER		EACH
THE FOLLOWING ITEMS SHALL BE BILLED ON A TIME AND MATERIAL BASIS ACCORDING TO THE SCHEDULING ON IBE FOLLOWING PAGES:			
25	Emergency Road Clearance		N/A
26	Debris Removal from Water Bodies (Bays, Rivers, Streams, Canals, Lakes)		N/A
27	Debris Removal from Private Property (right-of-entry program) and Publicly Owner Property (other than right-of-way)		N/A
28	Leaning Trees/Hanging Limbs/Tree-off Program		N/A
29	Demolition of Structures		N/A
30	Disaster event Generated hazardous Wastes Abatement; Biohazardous Wastes Abatement		N/A
31	Pre-event Training for Client Personnel		N/A

NOTES:

1. Tipping fee at final disposal site(s) shall be the responsibility of the Contractor unless otherwise agreed upon and authorized by the Town.
2. For a multi-year contract, the prices shown above would be adjusted on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published U.S. Department of Labor, Bureau of Labor Statistics.

ATTACHMENT 3

STUMP CONVERSION TABLE DIAMETER TO VOLUME CAPACITY

The formula used to calculate the cubic yardage uses 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	CUBIC YARDS	STUMP DIAMETER	CUBIC YARDS
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4

37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

ATTACHMENT 4
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 08 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 Tub Grinder	Hour	
800 - 1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane Hour	Hour	
50 Ton Crane Hour	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	Hour	
PERSONNEL DESCRIPTION	UNIT	UNIT PRICE
Stacking Conveyor	Hour	
Off Road Trucks	Hour	
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	
MATERIAL DESCRIPTION	UNIT	UNIT PRICE
Fill Dirt for Stump Holes	CY	

NOTES

1. The equipment, labor, and material rates show above are tasks requested by the City 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. Contractor will ensure sufficient numbers, or 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. Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.

[This section left blank intentionally]

18.3.2 **Eligibility Determinations:** If any load is determined by the Town of Loxley and/or Government to contain material that does not conform to the definition of eligible debris no payment will be allowed for that load and the Contractor will not invoice the Town of Loxley for such loads.

18.4 **Unit Price/Service Negotiation:** Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the Town of Loxley and the Contractor.

18.5 **Specialized Services:** The Contractor may invoice the Town of Loxley for costs incurred to mobilize and demobilize specialized equipment required as directed by the Town of Loxley to perform services in addition to those specified under this Contract. Additional specialized services will only be performed if/when directed by the Town of Loxley.

The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the Town of Loxley.

19.0 MISCELLANEOUS

19.1 **Notice:** Whenever it is necessary to give notice or demand under this contract by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

To Contractor at:

(Address)

(City, State, Zip Code)

To Town of Loxley

Attn: Town Clerk
Post Office Box 9
Loxley, Alabama 36551

19.2 **Applicable Law:** The laws of the State of Alabama shall govern this Contract.

19.3 **Entire Contract:** The Specification for Bid. The Scope of Services and the Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. The Specification

for Bid, the Scope of Services and the Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof.

19.4 **Waiver:** In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the same or other provisions of the Specification for Bid, the Scope of Services, and the Contract, by either part.

20. **INSURANCE AND INDEMNITY**

NOTE: THE TOWN OF LOXLEY MUST BE LISTED AS ADDITIONAL INSURED FOR THE FOLLOWING:

20.1 **Contractor's and Subcontractor's Insurance:** The Contractor shall not commence work under this Contract until it has obtained all the insurance required under this certificate and such insurance has been approved by the Town of Loxley. Contractor shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

20.2 **Compensation Insurance:** The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance for all its employees to be engaged in work on the project under this Contract, and in case of any such work sublet, the Contractor shall require the subcontractors to provide the same Workmen's Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Statute. The Contractor shall provide and shall cause each subcontractor to provide adequate Employer's General Liability Insurance for the protection of such of his employees as are not otherwise protected. The Town of Loxley, its Departments and its employees shall be named as additional insured.

20.3 **Contractor's Public Liability And Property Damage Insurance:** The Contractor shall procure and shall maintain during the life of this Contract a Comprehensive Liability Policy providing bodily injury coverage on an occurrence basis and property damage coverage on an accident basis, including damage arising from blasting, explosion or collapse, mechanical equipment, digging in streets or highways, and including completed operations, independent Contractors, and Contractual General Liability Insurance shall be \$1,000,000 combined single limit per occurrence for bodily injury and property damage; \$3,000,000

aggregate. The Contractor shall require the sub-contactors to provide the same public liabilities and property damage insurance.

The Contractor agrees to maintain such completed operations coverage as is required in this section for a period of one year from the date of acceptance of the work by the Town of Loxley or at the date of the final amounts owed the Contractor by the Town of Loxley, whichever occurs first. The Town of Loxley and its employees shall be named as additional insureds.

20.4 Comprehensive Automobile Liability Insurance: The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis, and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger, and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or be hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Contractor shall require the sub-contractors to provide the same automobile listing insurance. The Town of Loxley and its employees shall be named as additional insureds.

20.5 Indemnity Provisions: The Contractor shall indemnify and hold the Town of Loxley and its agents and employees harmless from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of real or personal property including the loss of use and is caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to the

Work obtain all official permits and licenses and pay all proper fees. Contractor shall make good any injury that may have occurred to any structure or utility in consequence of the Work.

In any and all claims against the Town of Loxley or its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

20.6 Default Of Contract: If the Contractor fails to begin the work under the Contract within the time specified once the Notice to Proceed is issued, or fails to perform the Work with sufficient workers, equipment, or materials to insure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against it unsatisfied for a period of ten (10) days, the Town of Loxley may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) days after receipt of such notice the Contractor does not remedy the fault specified in said notice, or the Surety does not proceed to take over the work for completion, the Town of Loxley shall have full power and authority, without impairing the obligation of the Contract or any Bond, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof, or to use such other methods as in its opinion may be required for the completion of the contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the Town of Loxley in completing the Work and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the Town of Loxley the amount of such excess. Notice to the Contractor shall be deemed made when mailed to the address as provided by the Contractor in this Contract.

[This section left blank intentionally]

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, of _____
(Name of Contractor)

_____ and

_____ and
(Address)

_____ as Surety of _____
(Name of Surety)

_____ as
held
(Address)

as Surety, are held and firmly bound unto

TOWN OF LOXLEY

as Oblige, in the full and just sum \$10,000 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, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

COMPETITIVE BID # TOL 0601-2021

PRE-EVENT DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

The condition of this obligation is such that if the aforesaid Principal shall be awarded the Contact, the said Principal will, within the time required, enter into a formal Contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed ten thousand (\$10,000.00)

dollars. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered on this the _____ day of _____, 2021.

(Contracting Firm)

By: _____
(Corporate Principal)

(Name of Surety)

By: _____
(Name and Title)

BIDS WILL NOT BE CONSIDERED UNLESS PRINCIPAL AND SURETY SIGN BID BOND.

State of Alabama)
County of Baldwin)
Town of Loxley)

CONTRACT FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

This Contract for Disaster Debris Removal and Disposal Services (the “Contract”) is made and entered into by and between the Town of Loxley, Alabama (hereinafter called “TOWN OF LOXLEY”) acting by and through its governing body, and CONTRACTOR, (hereinafter referred to as “CONTRACTOR”).

The Specification for Bid, the Scope of Services for Disaster Debris Removal and Disaster Services together with Attachments 2, 3 and 4 are fully incorporated herein as part of this Contract.

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **Town of Loxley** to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, the **Town of Loxley** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon the **Town of Loxley** by such storms or manmade disasters; and

WHEREAS, the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of the **Town of Loxley** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **Town of Loxley** and the **Contractor** have agreed to the scope of services, prices, terms and conditions as set out in this Contract which also includes the Specification to Bid and the Scope of Services for Disaster Debris Removal and Disposal Services together with Attachments 2, 3 and 4.

THEREFORE, in consideration acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1. Scope of Services. The TOWN OF LOXLEY hereby employs, and the CONTRACTOR agrees to perform for the TOWN OF LOXLEY, those services as hereinafter set forth and as contained within the Specification for Bid, the Scope of Services for Disaster Debris Removal and Disposal Services together with Attachments 2, 3 and 4 and the Contract (all

collectively referred to as the “Contract”). This document shall serve as the binding contract for the services of CONTRACTOR. CONTRACTOR shall immediately commence performance of the services as provided in the Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

2. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

3. Professional Qualifications. For the purpose of the Contract, the CONTRACTOR represents and warrants to the TOWN OF LOXLEY that it and any and all agents, assigns and subcontractors retained by it to perform work required by the Contract possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the service required herein.

4. No Prohibited Exclusive Franchise. The TOWN OF LOXLEY neither perceives nor intends by the Contract grant an exclusive franchise or to otherwise violate the Alabama Constitution.

5. Representation/Warranty of Certifications, Etc. CONTRACTOR represents and warrants that CONTRACTOR is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that CONTRACTOR shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the TOWN OF LOXLEY in entering the Contract, and the parties agree that the breach thereof shall be deemed material at the Town of Loxley's option.

6. Legal Compliance. CONTRACTOR shall at all times comply with all applicable federal, state, local and municipal laws and regulations.

7. Independent Contractor. CONTRACTOR acknowledges that it is an independent contractor, and CONTRACTOR shall at all times remain as such in performing the services under this Contract. CONTRACTOR is not an employee, servant, partner, or agent of the TOWN OF LOXLEY and has no authority, whether express or implied, to contract for or bind the TOWN OF LOXLEY in any manner. The parties agree that CONTRACTOR shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that THE TOWN OF LOXLEY's interests herein are expressly limited to the results of said services. CONTRACTOR is not entitled to unemployment insurance benefits, and CONTRACTOR is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to the Contract.

8. No Agency Created. It is neither the express nor the implied intent of CONTRACTOR or TOWN OF LOXLEY to create an agency relationship pursuant to this

Agreement; therefore, the CONTRACTOR does not in any manner act on behalf of the TOWN OF LOXLEY and the creation of such a relationship is prohibited and void.

9. Unenforceable Provisions. If any one or more of the provisions contained in the Contract shall be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Contract shall be enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Conflict. In the event of a conflict between the terms of the Specification for Bid, the Scope of Services for Disaster Debris Removal and Disposal Services and Attachments 2, 3 and 4 or the Contract for Disaster Debris Removal and Disposal, the terms of the Contract for Disaster Debris Removal and Disposal shall control.

11. Entire Agreement. The Specification for Bid, the Scope of Services for Disaster Debris Removal and Disposal Services and Attachments 2, 3 and 4 and the Contract for Disaster Debris Removal and Disposal represents the entire and integrated agreement between TOWN OF LOXLEY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.

12. Failure to Strictly Enforce Performance. The failure of the TOWN OF LOXLEY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of the Contract shall not constitute, and shall never be asserted by CONTRACTOR as constituting a default or be construed as a waiver or relinquishment of the right of the TOWN OF LOXLEY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

13. Assignment. The Contract or any interest herein shall not be assigned transferred or otherwise encumbered by CONTRACTOR without the prior written consent of the TOWN OF LOXLEY, which may be withheld or granted in the sole discretion of the TOWN OF LOXLEY.

14. Ownership of Documents/Work. The TOWN OF LOXLEY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under the Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the TOWN OF LOXLEY without payment of further consideration. CONTRACTOR shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the TOWN OF LOXLEYs prior written consent, which may be withheld or granted in the sole discretion of the TOWN OF LOXLEY.

15. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

CONTRACTOR:

TOWN OF LOXLEY:

Robert Davis
1089 South Hickory Street
Post Office Box 9
Loxley, Alabama 36551

16. CONTRACTOR will provide ongoing communications with the TOWN OF LOXLEY regarding the Contract, including updates, emails and etc. as requested. Additionally, CONTRACTOR will meet with TOWN OF LOXLEY as needed or requested.

17. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to the Contract.

18. CONTRACTOR represents and warrants that its services shall be performed within the limits and standards provided by the TOWN OF LOXLEY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

19. The TOWN OF LOXLEY shall provide reasonable notice to CONTRACTOR whenever the TOWN OF LOXLEY actually observes or otherwise actually becomes aware of any development that affects the scope or time of CONTRACTOR'S services hereunder or any defect or nonconformance in the work of CONTRACTOR.

20. The TOWN OF LOXLEY shall pay to CONTRACTOR the compensation as, and subject to the term set out below.

21. Termination of Services. The TOWN OF LOXLEY may terminate the Contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, CONTRACTOR shall discontinue its work to the extent specified in the notice.

In the event of termination, the TOWN OF LOXLEY shall pay CONTRACTOR for all services satisfactorily rendered, and for any expenses deemed by the TOWN OF LOXLEY to be a reimbursable expense incurred pursuant to the Contract and prior to the date of termination.

22. Compensation Limited. The compensation to be paid to the CONTRACTOR shall be the full compensation for all work performed by CONTRACTOR under the Contract. Any

and all additional expenditures or expenses of CONTRACTOR, not listed in full within the Contract, shall not be considered as a part of this Agreement and shall not be demanded by CONTRACTOR or paid by the TOWN OF LOXLEY.

23. Method of Payment. CONTRACTOR shall submit invoices to the TOWN OF LOXLEY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid CONTRACTOR.

The TOWN OF LOXLEY shall make payment within thirty (30) days of the approval of the invoice submitted by the CONTRACTOR. The TOWN OF LOXLEY agrees to review and approve invoices submitted for payment in a timely manner.

24. Effective and Termination Dates. The Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon both the expiration of thirty six (36) months, unless extended by the Town for twelve (12) months. and upon a written notification thereof received by either party within the required notice period. Nothing herein stated shall prohibit the parties from otherwise terminating the Contract according to the provisions.

25. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

26. Indemnification. Provider shall indemnify, defend and hold TOWN OF LOXLEY and its affiliates, employees, agents, and representatives (collectively "TOWN OF LOXLEY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon TOWN OF LOXLEY, as a result of or in any manner related to provision of services hereunder, or any act or omission by CONTRACTOR. This indemnification shall survive the expiration of this agreement.

27. Number of Originals. This Agreement shall be executed with two originals, both of which are equally valid as an original.

28. Governing Laws: The Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

29. Forum: Any action arising out of the Contract in any way shall be maintained only in the Circuit Court of Baldwin County, Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the TOWN OF LOXLEY as written below.

TOWN OF LOXLEY

ATTEST:

RICHARD TEAL
Mayor

MELISSA LAWRENCE
Clerk/Treasurer

Date: _____

Date: _____

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County, in said State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date for and as an act of said _____.

Given under my hand and official seal, this the ____ day of _____, 2021.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the Town of Loxley in an amount not less than the estimated event cost for any and/or all events within 10 days of receiving the Notice to Proceed.

The cost of said bond premiums will not be an additional cost to the Town of Loxley.

The contractor shall immediately furnish a Certificate of Insurance listing the Town of Loxley as additional insured through the end of the Contract term (annually upon renewal) for limits stated in the Contract.

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we, as Principal, and _____ as Surety, are held and firmly bound unto said Town of Loxley, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Oblige, in the penal sum of _____ Dollars and _____ Cents (\$ _____) (estimated at time of Notice to Proceed), lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents. .

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated this the _____ of _____, 2021. (Hereinafter called the Contract) for:

Competitive Bid #TOL 0601-2021

Pre-Event Disaster Debris Removal and Disposal Services

Which Contract 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 the said Principal and all subcontractors to whom any portion of the work 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, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorneys fee incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising out of or in connection with the said Contract, 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 or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action

against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in Baldwin 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 the Principal and Surety or either of them (but not later than one (1) year after the final settlement of said Contract fall due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The principal and Surety hereby designate and appoints the Mayor of the Town of Loxley in Alabama, or his successor or representative as the agent of each of them to receive and accept services of process or 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 Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen'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 an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public work and suits thereon".

SIGNED, SEALED, AND DELIVERED on this the ____ day of _____, 2021.

(Individual Principals Sign Here)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)
(Contractor's Name)

By: _____ (SEAL)
(Corporate Principal Sign Here)

_____ (SEAL)
(Surety Name)

(Surety Sign Here)

By: _____

Name and Title

WITNESS:

COUNTERSIGNED: _____

INSTRUCTIONS

1. The full legal name and residence of each individual party to the bond must be inserted in the first paragraph.
2. If the Principal is a partnership the full name of all partners must be inserted in the first paragraph, which must recite that they are the partners composing the partnership (to be named) and all partners must execute the bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the bond must be executed under the Corporate Seal of each party attested by its secretary or other appropriate officer.
4. The date of the bond must not be prior to the date of the Contract.

PERFORMANCE BOND

KNOW ALL MEN:

That we _____
(Insert here the name and address or legal title of the Contractor)

Hereinafter called the Principal, and (Insert here the name and address or legal title of one or more Sureties) Hereinafter called the Surety or Sureties, are held and firmly bound unto the Town of Loxley, a political subdivision of and Body Corporate in the State of Alabama, hereinafter call the Owner in the sum of _____ (\$_____) for payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated this the ____ day of _____, 2021 entered into a Contract with the Owner for:

Competitive Bid # TOL 0601-2021 Pre-Event Disaster Debris Removal and Disposal Service

Which agreement is by reference made a part hereof.

NOW THEREFORE, the conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said Surety or Sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed there under of the specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

SIGNED, SEALED, AND DELIVERED on this the ____ day of _____, 2021.

(Individual Principals Sign Here)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)
(Contractor's Name)

By: _____ (SEAL)
(Corporate Principal Sign Here)

_____ (SEAL)
(Surety Name)

(Surety Sign Here)

By: _____

Name and Title

WITNESS:

COUNTERSIGNED: _____

The following documents must be provided along with the Bid Schedule:

- Past experience removing disaster debris (Last three disaster related jobs performed.)
- Past experience setting up, managing, and operating a disaster debris reduction site. (Last three disaster related jobs performed.)
- Certificates of insurance.
- List of company officials with contact numbers.
- List of proposed subcontractors and equipment to be used.
- List of references.
- A letter from a minimum of one financial institution certifying the Contractor's ability to finance through current capital or credit capabilities a debris removal contract for an estimated one million cubic yards.
- List of Equipment to provide evidence of responsibility and ability to timely perform the contract work. This will include written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel designated by the contractor to be available for this contract.
- A list of existing contracts with other federal agencies, states, counties, and municipalities for similar work shall be required.

NOTE: Selected bidder(s) must be able to obtain a Performance Bond in the amount of 100% of the bid price regarding both labor/materials and performance.

**BID # TOL 0601-2021 RESPONSE FORM PRE-EVENT DISASTER
DEBRIS REMOVAL & DISPOSAL SERVICES**

Date: _____

Out of State _____ or _____ If yes _____
Yes No

Registration Number _____

Contractor's License Number _____

(License Issued by the Alabama State Licensing Board for General Contractors)

Company Name: _____

Address: _____

Company Rep. _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or _____
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

Financing Agency Authorized Signature