

INVITATION TO BID

STATE OF ALABAMA

COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on May 4, 2015 at 10:00 A.M., for the Pre-Event Debris Removal and Disposal Services for the County Right-of-Ways within unincorporated Baldwin County for the Baldwin County Commission. Bids will be opened May 4, 2015 at 10:30 A.M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the May 4, 2015 at 10:00 A.M., deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held at the Baldwin County Purchasing Conference Room located in the Annex III Building at 257 Hand Avenue, Bay Minette, Alabama on April 27, 2015, at 3:30 P.M. ALL INTERESTED BIDDERS MUST ATTEND. Contractors will not be allowed to submit a bid for this project if they or a representative of their company does not attend the Pre-Bid Conference.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of FORTY-THREE(43) 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 Purchasing Manager, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 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 shall be referred to Wanda Gautney in writing or e-mail (wgautney@baldwincountyal.gov) in sufficient time for reply before submission date of bids. The Commission cannot, and does not guarantee that inquiries sent by mail or e-mail will be received on or before the submission date and time as indicated. It is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520 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 Baldwin County.

Contact initiated by a potential bidder with Baldwin County Commissioners will be only as specifically set out in this invitation. Any other contact with a county 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 Baldwin County Commission.

BIDDER QUALIFICATIONS

All Bidders, must be in and remain in and by submitting a bid represent that they are and will remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be and remain licensed and permitted in accordance with the Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, and Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders shall be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies**, and therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations, visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov All bidders should submit with their bid response the completed E-Verify package and Certification Regarding Lobbying Form which can be downloaded from the Purchasing website www.baldwincountyal.gov

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 Baldwin County regarding this bid; said specifications shall be so considered by the bidders. Accordingly, the bidder admits 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 Commission 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) or services 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. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the bidder.

Bidders which return a **NO BID** statement shall write on the outside of the envelope, the **Bid Number (i.e. WG15-15) 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 Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN: Wanda Gautney, (**mailing address**) 312 Courthouse Square, Suite 15, Bay Minnette, Alabama 36507. The Commission 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, **“WG15-15” PRE-EVENT DEBRIS REMOVAL & DISPOSAL SERVICES FOR BALDWIN COUNTY COMMISSION**. 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 Baldwin County Commission.

The County Commission 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 Baldwin County Commission 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 ALABAMA COMPLIANCE

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

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

“(f) The Contractor shall, immediately after the completion of the contract give notice of the 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. §39-1-1(f) Code of Alabama (1975).

“(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$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." §39-1-1 (g) Code of Alabama (1975).

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 there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

Done this 7th day of April, 2015.

Charles F. Gruber s/s
CHARLES F. GRUBER, Chairman
Baldwin County Commission

SPECIFICATION FOR BID #WG15-15

The Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (sometimes referred to herein as “County”), is requesting Bids to provide Disaster Debris Removal and Disposal Services following an event.

The Baldwin County Commission’s contract will be for debris removal and disposal services in the unincorporated areas of Baldwin County, Alabama, unless otherwise approved by the Baldwin County Commission.

No bid may be withdrawn for a period of thirty (30) days following the bid opening, unless approved by the Baldwin County Commission.

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 exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the proposed Contracts, 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 QUALIFICATIONS

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

NOW, THEREFORE, the BALDWIN COUNTY COMMISSION 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 Baldwin County Commission is requesting proposals from experienced firms to enter into pre-event contracts with the Baldwin County Commission at no immediate cost to the County 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 County, pursuant to separate contracts, 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 County intends that the successful bidder(s), herein after **Contractor**, shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce through either grinding vegetative debris into chips/mulch or through open burning/air curtain incineration into ash. The Baldwin County Commission 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
- Bid Schedule: Attachment 2
- Equipment Rate Schedule: Attachment 3
- Stump Conversion Table: Attachment 4

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

- 1) Past experience setting up, managing, and operating a disaster debris reduction site. (Last three disaster related jobs performed.)
- 2) A list of existing contracts with other Federal Agencies, States, Counties and Municipalities for similar work.
- 3) List of at least 3 references.
- 4) Certificates of insurance as required on page 26 and 27 of bid specifications.
- 5) List of company officials with contact numbers.
- 6) 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 and half million cubic yards.
- 7) List of Equipment to provide evidence of responsibility and ability to timely perform the contract work under Performance Schedule in Section 8 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.
- 8) List of proposed subcontractors and equipment to be used.
- 9) List of any contracts that have been canceled prematurely within the past 15 years and the reason why they were canceled.

ATTACHMENT 1

SCOPE OF SERVICES FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

1.0 GENERAL

1.1. The Baldwin County Commission is requesting bids from experienced firms to enter into pre-event contracts with the Baldwin County Commission at no immediate cost to the County 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 County, 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

1.3 Removal of debris from public rights of way, and from private property, as authorized by law and when approved by the County

1.4 Residual 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.

1.5 Operation of Debris Management Site (DMS)

All DMS sites must be preapproved by the Baldwin County Commission 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.

1.6 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 authorized by the Baldwin County Commission in writing. The Contractor must have an account in good standing with the Baldwin County Solid Waste Department.**

1.7 Documentation and Inspections: Storm debris shall be subject to inspection by the County. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws.

1.8 White goods: White goods will constitute items such as household appliances.

1.9 Hazardous Stumps

1.10 Clean Fill Dirt

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

1.11.1 Recovery process documentation- create plan of action

1.11.2 Maintain documentation of recovery process

1.11.3 Provide written and oral status as requested by the County

1.11.4 Review documentation for accuracy and quantity

1.11.5 Assist in preparation of claim documentation

- These costs, for the documentation and recovery process, shall be included in the items in the pricing attachments (Attachments 1, 2, 3, and 4). Proposers 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 statute 2002-130 and in accordance with FEMA Disaster Assistance Policy DAP 9523.13 when approved by the County. **Contractor** will *not* remove storm debris outside the obvious right-of-way.
- 2.2 The **Contractor** will *not* trim "hangers" or cut down any leaning trees and stumps under this contract without the expressed consent of the County.
- 2.3 The **Contractor** shall exercise care so as not to generate litter during the removal process. The **Contractor** shall clean up loose material in the rights-of-way. The **Contractor** shall be responsible for the repair of any collateral damages caused to private or public property.
- 2.4 The **County** reserves the right to direct the **Contractor** to, and Contractors shall, return 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** 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 Baldwin County Commission desires that the **Contractor** 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** shall notify the Baldwin County Commission’s or their 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 Baldwin County Commission.
- 2.9 Household Hazardous Waste (HHW) and Household Solid Waste (HSW) materials will not be removed from the rights-of-way under this contract.
- 2.10 The Contractor will pay tipping fee at final disposal site(s) and back charge County at cost.

3.0 SPECIAL PROVISIONS FOR DISASTER DEBRIS DISPOSAL OPERATIONS

- 3.1 The County intend is that, without limitation, the successful bidder(s), herein after **Contractor**, shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce through either grinding vegetative debris into chips/mulch or through open burning/air curtain

incineration into ash. The County Commission will determine the method to be used based on environmental considerations.

- 3.2 Inspection Tower: The **Contractor** 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 at no cost to the county.
- 3.3 The **Contractor** shall make provisions for portable sanitary facilities to be provided and maintained at all inspection towers.
- 3.4 The Baldwin County Commission will provide to the **Contractor** potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials or equipment deemed necessary to operate the vegetative debris volume reduction site.
- 3.5 **Contractor** shall be responsible for establishing site layout for Debris Management Sites.
- 3.6 **Contractor** will be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures at all Debris Management Sites. The **Contractor** shall comply with all Federal, state, and local safety regulations.
- 3.7 Upon completion of the debris reduction process, the **Contractor** 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.
- 3.8 The **Contractor** 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.
- 3.9 Site Considerations.
 - 3.9.1 Debris Management Site Plan. The Contractor will provide a site operations plan for review and approval by the Baldwin County Commission 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 under Land Lease Agreement
 - Site management, to include point-of-contact, organizational chart, etc.
 - Traffic control procedures
 - Site security
 - Site safety
 - Site layout/segregation plan
 - Baseline Environmental Evaluation
 - Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
 - 3.9.2 Site Preparation. The **Contractor** 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.
 - 3.9.3 Utilities and Sanitation Facilities. The **Contractor** shall provide utility clearances and sanitation facilities, if needed. The Contractor shall protect existing structures at the sites and repair any damage caused by his operations at no additional cost to the Baldwin County Commission.
 - 3.9.4 Site Security. The **Contractor** shall be responsible for installing site security measures and maintaining security for operations at the site.

- 3.9.5 Fire Protection. The **Contractor** shall manage the site to minimize the risk of fire.
- 3.9.6 Traffic Control. The **Contractor** shall be responsible for control of pedestrian and vehicular traffic in the work area. **Contractor** 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.
- 3.9.7 Debris Disposal. The **Contractor** must remove or arrange for the removal and final disposal of all debris brought to the debris reduction site. The **Contractor** shall be considered the owner of all debris brought to the vegetative debris volume reduction site.
- 3.9.8 Site Closure. The **Contractor** shall be responsible for the closure of all DMSs within 30 calendar days of notice from County 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 is responsible for the proper disposal of non-burnable debris and wood chips. The **Contractor** shall receive approval from the County as to the final acceptance of a site closure.

4.0 EQUIPMENT USE

- 4.1 The **Contractor** shall provide all equipment necessary for the performance of the services required herein. All equipment repairs, operating costs and mobilization shall be the responsibility of the **Contractor**.
- 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** 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 Contractor obtains prior approval from County.

5.0 PAYMENT

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

- 5.1 Compensation will be based on completed load tickets for eligible debris administered and validated by the Baldwin County Commission's monitors based on the **Contractors** unit price hauled from the rights-of-way and/or improved public property.
- 5.2 Hauling of vegetative debris and /or C&D debris from rights-of-way and/or improved public property to a DMS 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, 31-60 one way miles and + 60 one

way miles). The one-way mileage will be determined by the Baldwin County Commission. Payment will be based on the quantity of eligible debris, in cubic yards, recorded on the load ticket verified by the Baldwin County Commission's disposal site monitor.

- 5.3 Hauling reduced vegetative debris and/or C&D debris from Debris Management Site(DMS) 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, 31-60 one way miles or + 60 one way miles). The one-way mileage will be determined by the Baldwin County Commission. Payment will be based on the quantity of eligible debris, in cubic yards, recorded on the load ticket verified by the Baldwin County Commission's disposal site monitor.
- 5.4 Electronic waste: Payment for this item shall be for the collection and disposal of common electronic devices such as televisions, computers, DVD players, VCR's, telephones, cell phones, copy machines, stereo equipment, video game consoles and other similar devices. Disposal shall be in accordance with all applicable state, federal, and local laws.
- 5.5 Payment for eligible stumps shall follow FEMA policy 9523.11. 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 vegetative debris. Removal and disposed of these stumps using the same methods as other vegetative debris applying Attachment 4, Stump Conversion Table.
- 5.6 Debris Management Site Supervision: Debris volume reduction site operations will be paid based on the total cubic yards of eligible debris that are delivered to the volume reduction site for processing and disposal as recorded on load ticket validated by the County disposal site monitor.
- 5.7 Hazardous Trees and Limbs: For purposes herein, "hangers" shall mean tree limbs two inches or greater in diameter at the point of breakage and meeting the criteria set forth in FEMA 325 and pose an immediate threat to public health and safety in the discretion of the County. Leaning trees shall be greater than 6 inches in diameter (measured 4.5 feet above ground) and meet the criteria set forth in FEMA 325 and pose an immediate threat to public health and safety in the discretion of the County. The **County** will be responsible for directing the tree removal as related to right-of-way concerns. All hazardous tree and limb removals shall be handled in accordance with FEMA-325 Public Assistance Debris Management Guide and FEMA Disaster Assistance.
- 5.8 Stump Fill dirt: Dirt as approved by Baldwin County Commission or its designee
- 5.9 Waterway Debris Removal: Removal of Debris from canals, rivers, creeks, streams, bays, and bayous. Payment for this item shall include the cost to remove the debris from the water and store at a temporary staging area. The Disposal of the wet debris from the temporary staging area to the final disposal site shall be paid for under the appropriate vegetative and C&D pay items.
- 5.10 Vehicle Removal: Payment for this item shall include loading, removal, disposal, and determination of ownership and all other work associated to remove a vehicle from the Right of Way of Baldwin County or improved public property.
- 5.11 Vessel Removal (Land and Marine): Payment for this item shall include recovery, loading, and determination of ownership and all other work associated to remove a vessel from the Right of Way of Baldwin County, waterways or improved public property.
- 5.12 White Good: Payment for this item shall include the cost to remove and dispose of eligible white goods in compliance with all applicable state, federal, and local laws. White goods are defined as appliances such as air conditioners, refrigerators, freezers, stoves, washers, dryers, hot water heaters, dishwashers, etc.

- 5.13 Freon Management: Payment for this item shall include the cost to appropriately capture and dispose of the Freon in accordance with all applicable state, federal, and local laws.

6.0 Contract Termination

- 6.1 The Baldwin County Commission shall have the right to terminate their contract or a part thereof at any time, in the event:
- 6.1.1 Circumstances arise making it desirable in the public interest to void the contract.
 - 6.1.2 The **Contractor** is not adequately complying with the specifications.
 - 6.1.3 Proper techniques are not being followed by Contractor.
 - 6.1.4 The **Contractor** 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**, in the judgment of the Baldwin County Commission, is unnecessarily or willfully delaying the performance and completion of the work.
 - 6.1.6 The **Contractor** refuses to proceed with work when and as directed by the Baldwin County Commission.
 - 6.1.7 The **Contractor** abandons the work.
 - 6.1.8 The **Contractor** employs **any** subContractor on the Federal debarred listing.
 - 6.1.9 This Contract may be terminated by the Baldwin County Commission without cause upon written notice to the Contractor.

7.0 Excluded items in this contract

- 7.1 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
- 7.2 Household Solid Waste (HSW). The following items are examples of HSW material:
- Any solid waste including garbage (putrescible animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and excepting such materials that may be serviced by garbage grinders and handled as household sewage) and trash derived from households, including, but not limited to, single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, parks, campgrounds, picnic grounds, and day-use recreation areas.

8.0 PERFORMANCE SCHEDULE

- 8.1 At the Commission's request, the apparent responsible bidder(s) will meet with the Baldwin County Commission Staff to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.
- 8.2 The **Contractor** shall begin preparation for mobilization immediately after Notice to Proceed and be operational within 48 hours after Notice to Proceed.
- 8.3 The **Contractor** 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 shall be achieved no later than 96 hours after receipt of Notice to Proceed.

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 Baldwin County Commission that all pickup and delivery of debris has been completed, unless the County initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law

8.5 Unless directed otherwise by the Baldwin County Commission, the **Contractor** shall conduct volumetric reduction operations 18 hours per day, 7 days per week. Hauling of debris from rights-of-way and public property will be limited to day-light hours, 7 days per week.

9.0 CONTRACTOR PETROLEUM, OIL, LUBRICANT (POL) SPILLS

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

10.0 OTHER CONSIDERATIONS

10.1 The **Contractor** shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the **Contractors** personnel and equipment is the responsibility of the **Contractor**. Additionally, the **Contractor** shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of the contracts.

10.2 The **Contractor** must be duly licensed in accordance with the State of Alabama statutory and regulatory requirements to perform the work. The **Contractor** shall obtain all permits necessary to complete the work. The **Contractor** shall be responsible for determining what permits are necessary to perform under the contracts. Copies of all permits shall be submitted to the Baldwin County Commission.

10.3 The **Contractor** 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 Baldwin County Commission.

10.4 The **Contractor** 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 Baldwin County Commission 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**, his/her Subcontractors, or any other persons, corporations or legal entities retained by the **Contractor** under the contracts.

10.5 Meetings. The **Contractor** must attend any and all meetings required by the Baldwin County Commission.

10.6 Quality Assurance. The **Contractor** must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements of the contracts.

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 Baldwin County Commission. 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** 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 on Page 26 and 27 herein).

- 10.9 Any damage to public and/or private property, or injury (including death) to persons, shall be reported to the Baldwin County Commission immediately following its occurrence.
- 10.10 The selected **Contractor** shall erect proper barricades, signs and warning devices as necessary, for sidewalk and traffic closure/control when doing debris removal operations.
- 10.11 The Baldwin County Commission shall have the right to require the selected **Contractor** 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 Baldwin County Commission.
- 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** 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**, such property shall be restored by the **Contractor**, or Contractor 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 Baldwin County Commission.
- 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**, the proper authorities of the utilities involved, or property owner involved, shall be consulted by the selected **Contractor** 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** 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** to do work shall be clearly identified with the name of their company.
- 10.18 Safety of the **Contractors** personnel and equipment is the responsibility of the **Contractor**. Additionally, the **Contractor** shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.
- 10.19 The **Contractor** shall be responsible for correcting any notices of violations issued as a result of the **Contractors** actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Baldwin County Commission.

11.0 CONTRACT AWARD

- 11.1 The Baldwin County Commission 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, and number of crews available from each bidder, past performance and financial stability.

11.2 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 and Pricing. A selection committee of Baldwin County staff will evaluate the bid proposals and rate them on a 1to5 scale for (past performance and financial stability) and 1to10 scale for (pricing) with one (1) – Low Ranking and a ten (10) – High Ranking. The selection criteria will hold the following weights:

Bid Price – 40%, Past Performance – 30%, Financial Stability – 30%

Bid Price will be evaluated on estimated quantities and ranked based on Total Price as shown above:

SCALE	1	2	3	4	5	6	7	8	9	10
	High Price					Lowest Price				

Past Performance will be evaluated based on past experience with large debris removal and disposal services projects on the following Scale:

SCALE	1	2	3	4	5
	No Experience with Large Volume Debris Project (800,000 veg. CY)		Some Experience with Large Volume Debris Projects (800,000 veg. CY)		A lot of Experience with Large Volume Debris Projects (800,000 veg. CY)

Financial Stability will be evaluated based on the current credit capabilities of the bidder.

SCALE	1	2	3	4	5
	0-10 Million Dollars		10-50 Million Dollars		> 50 Million Dollars

11.3 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** to be available for this contract.

11.4 A list of required documents to be submitted with the bid schedule can be found on page 7 and page 38 of this package.

12.0 ADMINISTRATOR

12.1 The Baldwin County Commission or their designee will be the Contract Administrators for the contracts.

13.0 STANDARDS OF PERFORMANCE

13.1 Contractor Representative:

The **Contractor** shall have a knowledgeable and responsible Representative report to the **County's** designated Contract Representative within 24 hours following the execution of this 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 **Contractors** General Operations Plan. If requested by the County, a Contractor Representative may be required to be present at the Emergency Operations Center (EOC) prior to the anticipated landfall of a storm event.

13.2 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.

13.3 Payment and Performance Bonds:

Contractor shall provide payment and performance bonds upon activation of the contracts. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13.4 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 the Contract.

13.5 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 County, 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.

13.6 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 **County**, then and in such event, the time of completion of the Contracts shall be extended for such additional time within which to complete the performance of the Contracts as is required by such delay. The Contracts may be extended by mutual consent of both the **County** and the **Contractor** for reasons of additional time, additional services and/or additional areas of work.

13.7 Term of Contract:

A twenty-four (24) month contract will be established to begin on the date that the County makes the award with an option 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 the County and the Contractor no later than thirty (30) days prior to the expiration of the original contracts.

14.0 GENERAL RESPONSIBILITIES

14.1 Other Agreements:

The **County** 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.

14.2 County Obligations:

The **County** 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 **County** 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 **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

14.3 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 **County Representative**. The Contractor shall have and require strict compliance with the Alabama Code of Ethics.

14.4 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 **County's** Authorized Representative shall be as binding as if given to the **Contractor**.

14.5 Damages:

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.

14.6 Other Contractor:

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.

14.7 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, white goods, electronic waste, vessels, vehicles and freon.

15.0 GENERAL TERMS AND CONDITIONS

15.1 Geographic Assignment:

The geographic boundary for work by the **Contractors** crews shall be as directed by the **County** and will be limited generally to their respective legal boundaries.

15.2 Multiple, Scheduled Passes (optional):

The **Contractor** shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** 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 **County**.

15.3 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 **County**.

15.4 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 **County** 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 **County** 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 **County**.

15.5 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.

15.6 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).

15.7 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 County and is coordinated with appropriate departments. Traffic control is the responsibility of the **Contractor** and shall be accomplished with all traffic codes.

15.8 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 18 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **County** following consultation and notification to the **Contractor**.

15.9 Stumps:

All hazardous/eligible stumps identified by the **County** will be pulled, loaded, transported and disposed in accordance with FEMA Disaster Assistance Policy DAP 9523.11.

15.10 Utilizing Local Resources:

The **Contractor** shall, to every extent possible, give priority to utilizing resources within the **County**. 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.

15.11 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 **County** and all applicable laws, rules and regulations. The Contractor shall ensure that its subcontracts contain a similar safety provision.

15.12 Inspection and Testing:

All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** 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.

15.13 The term “**Government**” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

16.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

16.1 Accountable Debris Load Forms:

The **County** will provide serialized debris reporting 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).

The county does not have a electronic ticket accounting system at this time. The County reserves the right to utilize an electronic ticket accounting system if it so desires. If any additional cost to the contractor is incurred, that cost will be equitably negotiated by both the County and the Contractor.

16.2 Reports:

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

16.2.1 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 **Contractors** operations.

16.2.2 Weekly Summaries:

A summary of all information contained in daily reports in a format required by the **County**.

16.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the **Contractor**.

16.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the **County**, 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 **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and any other governmental agency.

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 city or county, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, 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 County. A five (5%) retainage shall be withheld and shall be released after expiration of 30 days after the completion of the required advertisement.

16.3 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 **County** and/or Government to support requests for debris project reimbursement from external funding sources.

16.4 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 five (5) years.

16.5 Contract File Maintenance:

The **Contractor** will maintain the Contracts 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 **County**.

17.0 UNIT PRICES and PAYMENTS

DEBRIS REMOVAL AND DISPOSAL

Item	Description of Service	**Estimated Quantities	Unit	Unit Price
1	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 0-15 one way miles	600,000	CY	
2	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 16-30 one way miles	600,000	CY	
3	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 31-60 one way miles	300,000	CY	
4	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site +60 one way miles	100,000	CY	
5	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 0-15 one way miles	200,000	CY	
6	Remove C&D Debris from Public Property	200,000	CY	

	(Right-of-Way) and Hauling to Debris Management Site 16-30 one way miles			
7	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 31-60 one way miles	100,000	CY	
8	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site +60 one way miles	50,000	CY	
9	Haul Reduced Debris from Debris Management Site to Final Disposal Site 0-15 one way miles	150,000	CY	
10	Haul Reduced Debris from Debris Management Site to Final Disposal Site 16-30 one way miles	150,000	CY	
11	Haul Reduced Debris from Debris Management Site to Final Disposal Site 31-60 one way miles	50,000	CY	
12	Haul Reduced Debris from Debris Management Site to Final Disposal Site +60 one way miles	50,000	CY	
13	Debris Management Site Supervision	1,500,000	CY	
14	Processing (Grinding) of Debris at DMS	1,500,000	CY	
15	Processing (Open Burning) of Debris at DMS	100,000	CY	
16	Processing (Burning) of Debris at DMS using Air Curtain Incinerators	100,000	CY	
17	Hazardous Tree removal 6"-12" trunk diameter	1,000	CY	
18	Hazardous Tree removal 13"-24" trunk diameter	1,000	CY	
19	Hazardous Tree removal 25"-36" trunk diameter	1,000	CY	
20	Hazardous Tree removal 37"-48" trunk diameter	500	CY	
21	Hazardous Tree removal > 49" trunk diameter	500	CY	
22	Trees with Hazardous Limbs > 2"	2,000	CY	
23	Hazardous Stumps 24" - 36" diameter	1,000	CY	
24	Hazardous Stumps 37" - 48" diameter	1,000	CY	
25	Hazardous Stumps + 49" diameter	500	CY	
26	Stump Fill Dirt	1,000	CY	

27	Waterway Debris Removal	100,000	CY	
28	Vehicle Removal	20	Each	
29	Vessel Removal (land)	10	LF	
30	Vessel Removal (marine)	10	Each	
31	White Good	1,000	LF	
32	Freon Management	200	Each	
33	Electronic Waste	1,000	Each	

1. The Contractor will pay tipping fees at final disposal site(s) and back charge County at cost.

2. The Contractor must have an account in good standing with the Baldwin County Solid Waste Department.

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple (or equivalent)	Hour	\$
JD 644 Wheel-Loader with debris grapple (or equivalent)	Hour	\$
Extendaboom Forklift with debris grapple (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with debris grapple (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with bucket (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with street sweeper (or equivalent)	Hour	\$
30 - 50 HP Farm Tractor with box blade or rake (or equivalent)	Hour	\$
2 - 2 1/2 cu. yd. Articulated Loader with bucket (or equivalent)	Hour	\$
3 - 4 cu. yd. Articulated Loader with bucket (or equivalent)	Hour	\$
JD 648E Log Skidder, or equivalent (or equivalent)	Hour	\$
CAT D4 Dozer (or equivalent)	Hour	\$
CAT D6 Dozer (or equivalent)	Hour	\$
CAT D8 Dozer (or equivalent)	Hour	\$
CAT125 - 140 HP Motor Grader (or equivalent)	Hour	\$
JD 690 Trackhoe with debris grapple (or equivalent)	Hour	\$
JD 690 Trackhoe with bucket & thumb (or equivalent)	Hour	\$
Rubber Tired Trackhoe with debris grapple (or equivalent)	Hour	\$
JD 310 Rubber Tire Backhoe with bucket and hoe (or equivalent)	Hour	\$
Rubber Tired Excavator with debris grapple (or equivalent)	Hour	\$
210 Prentiss Knuckleboom with debris grapple (or equivalent)	Hour	\$
Self-Loader Scraper Cat 623 or equivalent (or equivalent)	Hour	\$
Hand Fed Debris Chipper (or equivalent)	Hour	\$
300 - 400 Tub Grinder (or equivalent)	Hour	\$
800 -1,000 HP Diamond Z Tub Grinder (or equivalent)	Hour	\$
30 Ton Crane (or equivalent)	Hour	\$
50 Ton Crane (or equivalent)	Hour	\$
100 Ton Crane (8 hour minimum) (or equivalent)	Hour	\$
40 - 60' Bucket Truck (or equivalent)	Hour	\$
Service Truck (or equivalent)	Hour	\$
Water Truck (or equivalent)	Hour	\$
Portable Light Plant (or equivalent)	Hour	\$
Equipment Transports (or equivalent)	Hour	\$
Pickup Truck, unmanned (or equivalent)	Hour	\$
Self-loading Dump Truck with knuckleboom and debris grapple (or equivalent)	Hour	\$
Single Axle Dump Truck, 5 - 12 Cu. Yd. (or equivalent)	Hour	\$
Tandem Dump Truck, 16 - 20 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 24-40 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 41-60 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 61 - 80 Cu. Yd. (or equivalent)	Hour	\$
Power Screen (or equivalent)	Hour	\$
Stacking Conveyor (or equivalent)	Hour	\$

17.1 Billing Cycle:

The **Contractor** shall invoice the **County** on a **30 day** basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual **cubic yardage** for each load of debris or itemized stumps will support all invoices.

17.2 Payment Responsibility:

The COUNTY shall be responsible for the payment of any costs or expenses it requests or incurs for services provided in Baldwin County pursuant to its contract with the successful bidder.

The **County** agrees to accept the **Contractors** invoice(s) and supporting documentation as set out in this Contract and process said invoices for payment within **30** business days. The **County** will advise the **Contractor** within ten (10) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

17.3 Ineligible Work:

The **Contractor** will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps determined by the **County** and/or Government to be ineligible debris.

17.3.1 Eligibility Inspections:

The **Contractor** and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 7.0 of this Contract.

17.3.2 Eligibility Determinations:

If any load is determined **by the County 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 **County** for such loads.

17.4 Unit Price/Service Negotiations:

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 **County** and the **Contractor**.

17.5 Specialized Services:

The **Contractor** may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required as directed by the **County** to perform services in addition to those specified under Section 1.0 of the Contract. Additional specialized services will only be performed if/when directed by the **County**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

18.0 MISCELLANEOUS

18.1 Entire Contract:

The Contracts (including any schedules or exhibits attached hereto) constitutes the entire Contracts and understanding between the parties with respect to the matters contained herein. This Contract(s) supersedes any prior contracts and/or understandings relating to the subject matter hereof.

18.2 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 this Contract, by either party.

INSTRUCTIONS TO CONTRACTORS AND INSURERS

NOTE: THE BALDWIN COUNTY COMMISSION MUST BE LISTED AS ADDITIONAL INSURED FOR THE FOLLOWING:

CONTRACTORS AND SUBCONTRACTORS INSURANCE: The **Contractor** shall not commence work under this Contract until he has obtained all the insurance required under this certificate and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

COMPENSATION INSURANCE: The **Contractor** shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance for all his 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 subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the **Contractors** 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. Baldwin County, its Departments, and its employees shall be named as additional insured.

CONTRACTORS 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** 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 County or at the date of the final amounts owed the **Contractor** by the County, whichever occurs first.

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 combined single limit per occurrence for bodily injury and property damage.

INDEMNITY AND HOLD HARMLESS PROVISIONS: To the fullest extent allowed by law, the **Contractor** shall indemnify and hold harmless the County, State of Alabama, the Federal Government, and their officers, agents, employees and representatives from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and (2) is caused in whole or in part by an 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 until the same shall have been completed and accepted. **Contractor** 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 County or their officers, agents, employees or representatives 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 the "INDEMNITY PROVISIONS" 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.

The indemnity obligations set forth in the bid documents and the Contract shall survive the expiration or termination of the Contract.

SUBCONTRACTORS PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The **Contractor** shall require each of his subcontractors to produce and maintain during the life of his subcontract, subContractors Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof in amounts approved by the County.

This certificate shall be used in submitting evidence of compliance with the above requirements. The insurance company's representative shall execute additional copies as may be required of the certificate. One executed copy shall be forwarded to the **Contractor** for attachment to the original policy as an endorsement.

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 ensure 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 and 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 him unsatisfied for a period of ten (10) days, the County may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) day 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 County shall have full power and authority, without impairing the obligation of the Contract or the Contract 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 County 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 County the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge or any office used by the Contractor or his representative at or near the work or by registered mail addressed to the Contractor at his last known place of business.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, of
(Name of Contractor)

_____ and
(Address)

_____ as Surety of
(Name of Surety)

_____ as held
(Address)

as Surety, are held and firmly bound unto

BALDWIN COUNTY COMMISSION

as Obligee, in the full and just sum of \$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 #WG15-15
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 formal Contracts with the Baldwin County Commission and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contracts, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contracts 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 _____
Date

(Contracting Firm)

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

(Name of Surety)

By: _____
(Name and Title)

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

State of Alabama)
County of Baldwin

CONTRACT FOR CONSTRUCTION SERVICES

This **Contract for Construction Services** (“Contract”) is made and entered into by and between the Baldwin County Commission, the honorable governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereinafter called “COUNTY”), and [**PROVIDER**] (hereinafter referred to as “PROVIDER” or “CONTACTOR”).

The Bid Specifications are fully set forth as part of this Contract and incorporated herein by reference.

WITNESSETH:

Whereas,

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama,
by and through the Baldwin County Commission
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER:

II. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

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

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it, and any and all agents, assigns and subcontractors retained by it to perform work required by this contract, possess the professional,

technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.

- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER 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 COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER 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 COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, 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. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms, set out below.

XVIII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid in accordance with the Contractors Bid approval by the County Commission. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This 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 twenty-four (24) months, with an option 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 County and the Contractor no later than thirty (30) days prior to the expiration of the original contract. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

XXIII. 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.

XXIV. Indemnity and Hold Harmless. To the extent allowed by law, the **PROVIDER** shall indemnify, defend and hold harmless the County, and its Commissioners, State of Alabama, the Federal Government, and their officers, agents, employees and representatives from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness,

disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and (2) is caused in whole or in part by an act or omission of the **PROVIDER**, 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 **PROVIDER** shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work until the same shall have been completed and accepted. **PROVIDER** 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 **PROVIDER** shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. **PROVIDER** 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 County or its officers, agents, employees or representatives by any employee of the **PROVIDER**, 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 the "INDEMNITY PROVISIONS" 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 **PROVIDER** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligations contained in this section shall survive the expiration or termination of this Contract.

- XXV. Number of Originals.** This Contract shall be executed with two originals, each of which shall be equally valid as an original.

- XXVI: 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.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

CHARLES F. GRUBER /Date
Chairman

RONALD J. CINK /Date
Budget Director/Interim County Administrator

NOTARY PAGE AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director/Interim County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2015.

Notary Public, Baldwin County, AL
My Commission Expires

PROVIDER:

Insert Name

By _____/Date
Its _____

State of _____)

County of _____)

I, _____, Notary Public in and for said County and 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, he executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 2015.

Notary Public, _____
My Commission Expires

The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the County 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 County.

The contractor shall immediately furnish a Certificate of Insurance listing the Baldwin County Commission as additional insured through the end of the contract term (annually upon renewal) for limits stated in bid specifications.

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto said Baldwin County Commission, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, 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 Obligee, dated _____, 20____ (hereinafter called the Contract) for:

**Competitive Bid #WG15-15
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 attorney’s 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 the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one (1) year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.
- (b) The principal and Surety hereby designate and appoint the Chairman of the County Commission of Baldwin County, State of 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 works and suits thereon”.

SIGNED, SEALED, AND DELIVERED this _____ day of _____, 20_____.

(Individual Principals Sign Here)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)

(Contractors Name)

By: _____ (SEAL)

(Corporate Principal Sign Here)

_____ (SEAL)

(Surety Name)

_____ By: _____
(Surety Sign Here)

(Name and Title)

WITNESS: _____

COUNTERSIGNED: _____

INSTRUCTIONS

1. The full 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 Baldwin County Commission, a political subdivision of and body corporate in the State of Alabama, hereinafter called 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 _____ 20_____, entered into a Contract with the Owner for:

Competitive Bid #WG15-15 – Pre-Event Disaster Debris Removal and Disposal Services
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 thereunder of the specifications thereof shall in any way affect 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 this _____ day of _____, 20_____.

(Individual Principals Sign Here)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)

(Contractors Name)

By: _____ (SEAL)

(Corporate Principal Sign Here)

_____ (SEAL)

(Surety Name)

By: _____
(Surety Sign Here)

(Name and Title)

WITNESS: _____

COUNTERSIGNED: _____

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

- 1.) Past experience setting up, managing, and operating a disaster debris reduction site. (Last three disaster related jobs performed.)
- 2.) Certificates of insurance as required on page 26 and 27 of bid specifications.
- 3.) List of company officials with contact numbers.
- 4.) List of proposed subcontractors and equipment to be used.
- 5.) List of references.
- 6.) A letter from a minimum of one financial institution certifying the Contractors ability to finance through current capital or credit capabilities a debris removal contract for an estimated one million cubic yards.
- 7.) 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.
- 8.) A list of existing contracts with other Federal Agencies, States, Counties, and municipalities for similar work shall be required.
- 9.) List of any contracts that have been canceled prematurely within the past 15 years and the reason why they were canceled.

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 #WG15-15 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 x .
Yes No

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

Financing Agency Authorized Signature

ATTACHMENT 2

PAYMENT SCHEDULE

Item	Description of Service	**Estimated Quantities	Unit	Unit Price
1	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 0-15 one way miles (Note 2)	600,000	CY	
2	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 16-30 one way miles (Note 2)	600,000	CY	
3	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 31-60 one way miles (Note 2)	300,000	CY	
4	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site +60 one way miles (Note 2)	100,000	CY	
5	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 0-15 one way miles (Note 2)	200,000	CY	
6	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 16-30 one way miles (Note 2)	200,000	CY	
7	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 31-60 one way miles (Note 2)	100,000	CY	
8	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site +60 one way miles (Note 2)	50,000	CY	
9	Haul Reduced Debris from Debris Management Site to Final Disposal Site 0-15 one way miles	150,000	CY	
10	Haul Reduced Debris from Debris Management Site to Final Disposal Site 16-30 one way miles	150,000	CY	
11	Haul Reduced Debris from Debris Management Site to Final Disposal Site 31-60 one way miles	50,000	CY	
12	Haul Reduced Debris from Debris Management Site to Final Disposal Site +60 one way miles	50,000	CY	
13	Debris Management Site Supervision	1,500,000	CY	
14	Processing (Grinding) of Debris at DMS	1,500,000	CY	
15	Processing (Open Burning) of Debris at DMS	100,000	CY	
16	Processing (Burning) of Debris at DMS using Air Curtain Incinerators	100,000	CY	

17	Hazardous Tree removal 6"-12" trunk diameter	1,000	CY	
18	Hazardous Tree removal 13"-24" trunk diameter	1,000	CY	
19	Hazardous Tree removal 25"-36" trunk diameter	1,000	CY	
20	Hazardous Tree removal 37"-48" trunk diameter	500	CY	
21	Hazardous Tree removal > 49" trunk diameter	500	CY	
22	Trees with Hazardous Limbs > 2"	2,000	CY	
23	Hazardous Stumps 24" - 36" diameter	1,000	CY	
24	Hazardous Stumps 37" - 48" diameter	1,000	CY	
25	Hazardous Stumps + 49" diameter	500	CY	
26	Stump Fill Dirt	1,000	CY	
27	Waterway Debris Removal	100,000	CY	
28	Vehicle Removal	20	Each	
29	Vessel Removal (land)	10	LF	
30	Vessel Removal (marine)	10	Each	
31	White Good	1,000	LF	
32	Freon Management	200	Each	
33	Electronic Waste	1,000	Each	

1. The Contractor will pay tipping fee at final disposal site(s) and back charge County at cost.

ATTACHMENT 3

EQUIPMENT RATE SCHEDULE

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple (or equivalent)	Hour	\$
JD 644 Wheel-Loader with debris grapple (or equivalent)	Hour	\$
Extendaboom Forklift with debris grapple (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with debris grapple (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with bucket (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with street sweeper (or equivalent)	Hour	\$
30 - 50 HP Farm Tractor with box blade or rake (or equivalent)	Hour	\$
2 - 2 1/2 cu. yd. Articulated Loader with bucket (or equivalent)	Hour	\$
3 - 4 cu. yd. Articulated Loader with bucket (or equivalent)	Hour	\$
JD 648E Log Skidder, or equivalent (or equivalent)	Hour	\$
CAT D4 Dozer (or equivalent)	Hour	\$
CAT D6 Dozer (or equivalent)	Hour	\$
CAT D8 Dozer (or equivalent)	Hour	\$
CAT125 - 140 HP Motor Grader (or equivalent)	Hour	\$
JD 690 Trackhoe with debris grapple (or equivalent)	Hour	\$
JD 690 Trackhoe with bucket & thumb (or equivalent)	Hour	\$
Rubber Tired Trackhoe with debris grapple (or equivalent)	Hour	\$
JD 310 Rubber Tire Backhoe with bucket and hoe (or equivalent)	Hour	\$
Rubber Tired Excavator with debris grapple (or equivalent)	Hour	\$
210 Prentiss Knuckleboom with debris grapple (or equivalent)	Hour	\$
Self-Loader Scraper Cat 623 or equivalent (or equivalent)	Hour	\$
Hand Fed Debris Chipper (or equivalent)	Hour	\$
300 - 400 Tub Grinder (or equivalent)	Hour	\$
800 -1,000 HP Diamond Z Tub Grinder (or equivalent)	Hour	\$
30 Ton Crane (or equivalent)	Hour	\$
50 Ton Crane (or equivalent)	Hour	\$
100 Ton Crane (8 hour minimum) (or equivalent)	Hour	\$
40 - 60' Bucket Truck (or equivalent)	Hour	\$
Service Truck (or equivalent)	Hour	\$
Water Truck (or equivalent)	Hour	\$
Portable Light Plant (or equivalent)	Hour	\$
Equipment Transports (or equivalent)	Hour	\$
Pickup Truck, unmanned (or equivalent)	Hour	\$
Self-loading Dump Truck with knuckleboom and debris grapple (or equivalent)	Hour	\$
Single Axle Dump Truck, 5 - 12 Cu. Yd. (or equivalent)	Hour	\$
Tandem Dump Truck, 16 - 20 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 24-40 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 41-60 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 61 - 80 Cu. Yd. (or equivalent)	Hour	\$
Power Screen (or equivalent)	Hour	\$
Stacking Conveyor (or equivalent)	Hour	\$
Off Road Trucks (or equivalent)	Hour	\$

Attachment 4

**Stump Conversion Table
Diameter to Volume Capacity**

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

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

0.7854 is one-fourth Pi and is a constant.

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

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

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

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