

CONTRACTUAL DOCUMENTS, GENERAL CONDITIONS,
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

FOR

DEBRIS CLEARANCE, DISPOSAL, AND
SAND RECLAMATION

CITY OF ORANGE BEACH, ALABAMA



JUNE 2022

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PUBLIC NOTICE

INVITATION TO BID

Sealed bids will be received, opened, and read aloud in public session for **DEBRIS CLEARANCE, DISPOSAL, AND SAND RECLAMATION** for the **CITY OF ORANGE BEACH, ALABAMA**, at **11:00 A.M. on Thursday, June 30, 2022**, at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama. This contract is for the purpose of retaining a qualified general contractor whose services may be employed in the event of a hurricane or other disaster. Qualified contractors are invited to bid.

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

Bid specifications may be obtained from Orange Beach City Hall, 4099 Orange Beach Blvd., Orange Beach, Alabama, Monday through Friday from 8:00 a.m. until 5:00 p.m., or downloaded from the City's website at www.orangebeachal.gov.

Sealed bids may be mailed or delivered directly to the City of Orange Beach prior to the public opening. All sealed bids must be clearly and legibly marked "SEALED BID," the bidder's name, the name of the bid, and the opening date and time. Contact Renee Eberly at (251) 981-6806 or reberly@orangebeachal.gov with any questions.

Sealed bids must be mailed to the following address:

City of Orange Beach
Attention: City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Or hand delivered to:

City of Orange Beach
Attention: City Clerk
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

Be advised that overnight delivery by express or courier to Orange Beach is not guaranteed. Faxed bids will not be accepted.

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 No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.

THE CITY OF ORANGE BEACH, ALABAMA

INVITATION TO BID
Requisition No. 2022-0630

INVITATION TO BID DATE: **June 3, 2022**

BID TITLE: **Debris Clearance, Disposal, and Sand Reclamation**

PLACE OF BID OPENING: **City of Orange Beach, City Hall, 4099 Orange Beach Blvd.**

BIDS MUST BE RECEIVED BEFORE: **June 30, 2022 at 11:00 A.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **June 30, 2022 at 11:00 A.M. (Central)**

Sealed bids will be received by the City of Orange Beach at the Office of the City Clerk located at Orange Beach City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; tax exemption certificates furnished upon request. The City of Orange Beach reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a bid bond, in which case specific information shall be provided the bid documents.

ALL BIDS MUST BE RETURNED AS FOLLOWS:

All bidders must use the bid form provided in the bid documents and show on the envelope "SEALED BID," the bid title, the bidder's name, and the opening date and time. Each bid must be in a separate envelope.

U.S. Postal Service
City of Orange Beach
Attention: City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Courier (UPS, FedEx, etc.)
City of Orange Beach
Attention: City Clerk
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

1. For the purchase or lease of personal property only, a resident person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such resident responsible bidder. A resident bidder is defined by the City Council of Orange Beach as any business located within Baldwin County.
2. Contact Phillip West, Coastal Resources Director at 251-981-6788/pwest@orangebeachal.gov for questions concerning the technical specifications.
3. Contact Renee Eberly, City Clerk/Procurement Officer at 251-981-6806/reberly@orangebeachal.gov for questions concerning technical specifications or general bid procedures.

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS

1.0 INTRODUCTION

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by the Orange Beach City Council. Applicability of general conditions as stated below shall be determined by the City of Orange Beach. All bids must be submitted on and in accordance with the instructions provided by the City of Orange Beach.

2.0 BID DOCUMENTS

A complete set of Bid Documents is included herein. The date, time, and place of a bid opening will be given in the Invitation to bidders. Copies of the complete set of Bid Documents may be inspected and/or obtained at the following location:

Orange Beach City Hall
4099 Orange Beach Boulevard
Orange Beach, AL 36561

Or downloaded from the City's website:
www.orangebeachal.gov, see "Bids"

3.0 EXAMINATION OF DOCUMENTS AND PROJECT SITE

- 3.1 Carefully examine the Bid Documents, Specifications, Drawings, and the Work Site.
- 3.2 Bids shall include all costs required to execute the work under the existing conditions.
- 3.3 Extra payments will not be made for conditions which can be determined by examining the documents and the site.

4.0 INTERPRETATIONS AND ADDENDA

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the Procurement Officer (Renee Eberly at 251-981-6806 or reberly@orangebeachal.gov).
- 4.2 The Procurement Officer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: www.orangebeachal.gov
- 4.4 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 4.5 The City is not responsible for any oral instructions.

5.0 PREPARATION OF BID

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." The City will check the total sum printed by the Bidder, and, in case of error or discrepancy, the unit price shall prevail and the total shall be corrected.
- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.
- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
- The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
 - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

6.0 DELIVERY AND SUBMISSION OF BID

- 6.1 Each bid shall be placed, together with the Bid Bond, if applicable, in a sealed envelope. Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the title of the bid, and the opening date and time.
- 6.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 6.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

7.0 MODIFICATIONS AND WITHDRAWALS OF BIDS

- 7.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 7.2 Bids may not be modified after submittal.
- 7.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 7.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

8.0 RIGHT TO REJECT BID

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by the City, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The City reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

9.0 BASIS OF AWARD

The contract will be awarded based on a weighted scale of 100 points for the following criteria:

- 9.1 Past performance/experience as prime contractor with post-disaster debris removal of a minimum of 500,000 cubic yards of debris (40 points)
- 9.2 Financial capability of the contractor (20 points)
- 9.3 Pricing (15 points)
- 9.4 Company and sub-contractor resources – i.e., equipment, personnel, etc. (15 points)
- 9.5 References (10 points)

10.0 QUALIFICATION OF CONTRACTORS

Each Bidder shall be prepared, if requested by the City, to present evidence of its experience, qualifications, availability of resources and financial ability to carry out the terms of the Contract. The City reserves the right to disqualify any bidder who, in the sole judgement of the City, fails to adequately demonstrate qualifications and experience sufficient to enable that bidder to successfully complete the scope of work under this Contract.

11.0 EXECUTION OF CONTRACT

Within ten (10) days of Notice of Award, the Contractor shall deliver to the City proof of insurance and sureties as required by Contract Documents. All proof of insurance and sureties shall be approved by the City before the Contractor may proceed with Work.

12.0 LAWS AND REGULATIONS

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

13.0 ALABAMA LICENSE CONTRACTOR

All Contractors submitting bids must be licensed general contractors in the State of Alabama.

14.0 BUSINESS LICENSE

The successful bidder will be required to obtain a City of Orange Beach Business License in order to operate within the Corporate Limits.

15.0 BID BOND

No bid bond is required for this bid.

16.0 PERFORMANCE BOND

Upon receipt of a Notice to Proceed, the Contractor shall obtain a performance bond equal to 100% of the contract amount and shall provide such bond within ten (10) days of Notice to Proceed. The Contractor shall provide a letter from Surety certifying that a Performance Bond will be provided in the event a Notice to Proceed is issued within ten (10) days of Notice of Award.

17.0 LABOR & MATERIALS BOND

Upon receipt of a Notice to Proceed, the Contractor shall obtain a Labor & Materials Payment Bond equal to but not less than 50% of the contract amount and shall provide such bond within ten (10) days of Notice of Proceed. The bond shall include payment of reasonable attorney's fees incurred by successful claimants in civil actions. The Contractor shall provide a letter from Surety certifying that a Labor & Materials Bond will be provided in the event a Notice to Proceed is issued within ten (10) days of Notice of Award.

18.0 INDEMNIFICATION

The successful bidder shall indemnify, defend, and hold harmless City of Orange Beach and all City Officers, agents, and employees against all claims, demands, damages, and expense (including reasonable attorneys' fees for the defense thereof) for loss of life or injury or damage to person(s) or property arising from a negligent act or omission, operation, or work of the vendor, its agents, or employees while engaged upon or in connection with the services performed by the successful bidder.

19.0 INSURANCE REQUIREMENTS

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's

Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as City's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.

Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

Worker's Compensation & Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering **all** workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Each Employee.

Commercial Umbrella/Excess Liability

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$1,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

Additional Insured Endorsements

The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage than:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors, OR
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement

The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Orange Beach."

Waiver of Subrogation

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

Right to Revise or Reject

The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy

The coverages, limits, or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate of Insurance

Contractor agrees to provide City a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify the City immediately with specifics as to which coverage is no longer in compliance. The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial Umbrella/Excess Liability and Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.
2. Clearly indicated Certificate Holder(s) as follows:

Original to: City of Orange Beach
 Attn: City Clerk
 P.O. Box 458
 Orange Beach, AL 36561
 Fax (251) 981-6981

20.0 CONTRACT TERM AND RENEWAL

The contract term shall be for a period of three (3) years from the date of contract award, with the provision that in the event a Notice to Proceed is issued, the contract shall automatically extend to a term of eighteen (18) months from the date of the Notice to Proceed, or longer, upon mutual agreement of the City and the Contractor. Furthermore, the City and the Contractor have the option to mutually agree to extend this contract for one or two successive annual terms from the date of expiration of the previous annual or extended "18 months from Notice to Proceed" term, for a total of three (3) annual and/or extended terms. Contract shall be deemed to have been renewed unless one party notifies the other party by letter a minimum of sixty (60) days in advance of the date of expiration that they do not intend to renew.

21.0 MODIFICATION TO RATES

- 21.1 The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- 21.2 Annual price adjustments may be requested by the Contractor or City and will be equal to the 12-month percentage change as of the contract anniversary date based on the U.S. Department of Labor, Bureau of Labor Statistics (BLS) Producer Price Index (PPI) "Solid Waste Collection," Industry Index "WPU5011." The effective date of any annual price adjustment will be January 1st and shall not exceed 5%. No request for price escalation will be considered for the first year of the contract period.
- 21.3 The City reserves the right to accept or refuse requests for price increases when justified in the City's sole discretion based on its findings.

22.0 COMPLETION TIMES FOR DEBRIS CLEARANCE, DISPOSAL, AND RECLAMATION

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

23.0 DEFAULT OF CONTRACTOR

In cases of default of the contractor, the City may procure the Work from other sources and hold the contractor responsible for any excess cost occasioned thereby.

24.0 TERMINATION OF CONTRACT

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

25.0 PAYMENT

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

BID FORM

TO: City of Orange Beach
 P.O. Box 458
 4099 Orange Beach Blvd.
 Orange Beach, AL 36561

BIDDER: _____

OWNER: City of Orange Beach, Alabama

PROJECT: **DEBRIS CLEARANCE, DISPOSAL, AND SAND RECLAMATION**

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

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

Part 1: Debris Clearance and Sand Reclamation Operations

ROW Debris					
Item #	Description	Haul Distance	Estimated Quantity	Unit Price	Subtotal
1	Eligible ROW Vegetative Debris Removal (Collect & Haul) - Work consists of removal and transport of vegetative debris on the ROW to DMS.	0-15 Miles	100,000	\$ / CY	\$
		15.1-30 Miles	15,000	\$ / CY	\$
2	Eligible ROW Vegetative Debris Removal (Collect & Haul) - Work consists of removal and transport of vegetative debris on the ROW to an approved designated disposal facility. *NOTE 1	0-30 Miles	20,000	\$ / CY	\$
3	Eligible ROW C&D or Mixed Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D or Mixed debris on the ROW to a DMS.	0-15 Miles	75,000	\$ / CY	\$
		15.1-30 Miles	50,000	\$ / CY	\$

4	Eligible ROW C&D or Mixed Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D or Mixed debris on the ROW to a designated disposal facility. *NOTE 1	0-30 Miles	75,000	\$	/ CY	\$
DMS Management and Reduction						
5	DMS Management and Operations	N/A	150,000	\$	/ CY	\$
6	Reduction Through Grinding	N/A	100,000	\$	/ CY	\$
7	Reduction Through Air Curtain Incineration	N/A	5,000	\$	/ CY	\$
8	C&D Reduction by compaction.	N/A	75,000	\$	/ CY	\$
9	Remediation of Debris Management Site	N/A			Pass Through	\$
10	Leasing of Debris Management Site	N/A			Pass Through	\$
11	Haul-Out of Reduced Debris to a Designated Final Disposal Site - Work consists of loading and transport of reduced debris from DMS to a final disposal facility. *NOTE 2	0-15 Miles	50,000	\$	/ CY	\$
		15.1 – 30 Miles	50,000	\$	/ CY	\$
		30.1 - 45 Miles	20,000	\$	/ CY	\$
Hazardous Trees, Limbs and Stumps - ROW						
12	Removal of Eligible Hazardous Trees (ROW) - Work consists of removing hazardous trees and placing debris on ROW.					
12a	6 inch – 12.99 inch diameter	N/A	200	\$	/ TREE	\$
12b	13 inch – 24.99 inch diameter	N/A	200	\$	/ TREE	\$
12c	25 inch to 36.99 inch diameter	N/A	100	\$	/ TREE	\$
12d	37 inch to 48.99 inch diameter	N/A	100	\$	/ TREE	\$
12e	49 inch or larger diameter	N/A	50	\$	/ TREE	\$
13	Removal of Eligible Hazardous Trees with hazardous stump greater than 50% exposed (ROW) - Work consists of removing trees and stumps and placing debris on ROW.					
13a	6 inch – 12.99 inch diameter	N/A	25	\$	/ TREE	\$
13b	13 inch – 24.99 inch diameter	N/A	25	\$	/ TREE	\$
13c	25 inch to 36.99 inch diameter	N/A	25	\$	/ TREE	\$
13d	37 inch to 48.99 inch diameter	N/A	25	\$	/ TREE	\$
13e	49 inch and larger diameter	N/A	25	\$	/ TREE	\$
14	Removal of Eligible Hazardous Limbs (ROW) - Work consists of removing trees and stumps and placing debris on ROW	N/A	1000	\$	/ TREE	\$

Unit Rate Schedule - Part 2					
Specialty Debris					
15	Eligible Household Hazardous Waste Removal - Work consists of the removal and transportation of eligible household hazardous waste (HHW).	N/A	10	\$	/ TON \$
16	Eligible Passenger Vehicle Removal from ROW and hauled to Client provided site (2 Axle Vehicle)	N/A	10	\$	/ UNIT \$
17	Eligible Small Motorized Equipment Removal - Work consists of collection, oil and fuel recovery and hauling to DMS or approved final disposal facility.	N/A	10	\$	/ UNIT \$
18	Eligible White Goods Removal - Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and hauling to DMS or approved final disposal facility.	N/A	1,000	\$	/ UNIT \$
19	Refrigerant recovery and decontamination.	N/A	50	\$	/ UNIT \$
20	Eligible Electronic Waste (E-Waste) - Work consists of the removal, transportation to DMS or Disposal/Recycling Facility	N/A	200	\$	/ UNIT \$
21	Eligible Dead Animal Carcasses - Work consists of the recovery and hauling to an approved final disposal facility.	N/A	0.25	\$	/ TON \$
PPDR (Private Property Debris Removal- when authorized)					
24	Debris Removal from Private Property and Hauled to DMS or Final Disposal Location.	0-15 Miles	20,000	\$	/ CY \$
		15.1 - 30 Miles	10,000	\$	/ CY \$
25	Removal of Eligible Hazardous Trees (PPDR) - Work consists of removing hazardous trees and placing debris on ROW				
25a	6 inch – 12.99 inch diameter	N/A	100	\$	/ TREE \$
25b	13 inch – 24.99 inch diameter	N/A	100	\$	/ TREE \$
25c	25 inch to 36.99 inch diameter	N/A	100	\$	/ TREE \$
25d	37 inch to 48.99 inch diameter	N/A	100	\$	/ TREE \$
25e	49 inch or larger diameter	N/A	100	\$	/ TREE \$
26	Removal of Eligible Hazardous Limbs (PPDR) - Work consists of removing (cutting) hazardous limbs from trees and placing debris on ROW	N/A	1,000	\$	/ TREE \$

Debris Removal - City Owned or Maintained Property, Other than ROW						
27	Debris Removal from City Owned or Maintained Property, other than ROW - Work consists of removal and transport of debris (Veg or C&D) from City owned or maintained properties such as parks, art center, etc.	0-15 Miles	10,000	\$	/ CY	\$
		15.1 - 30 Miles	5,000	\$	/ CY	\$
28	Removal of Eligible Hazardous Trees (City Owned Property) - Work consists of removing hazardous trees and placing debris on ROW					
28a	6 inch – 12.99 inch diameter	N/A	100	\$	/ TREE	\$
28b	13 inch – 24.99 inch diameter	N/A	100	\$	/ TREE	\$
28c	25 inch to 36.99 inch diameter	N/A	100	\$	/ TREE	\$
28d	37 inch to 48.99 inch diameter	N/A	100	\$	/ TREE	\$
28e	49 inch or larger diameter	N/A	50	\$	/ TREE	\$
29	Removal of Eligible Hazardous Trees with hazardous stump greater than 50% exposed (ROW). Work consists of removing trees and stumps and placing debris on ROW.					
29a	6 inch – 12.99 inch diameter	N/A	25	\$	/ TREE	\$
29b	13 inch – 24.99 inch diameter	N/A	25	\$	/ TREE	\$
29c	25 inch to 36.99 inch diameter	N/A	25	\$	/ TREE	\$
29d	37 inch to 48.99 inch diameter	N/A	25	\$	/ TREE	\$
29e	49 inch and larger diameter	N/A	25	\$	/ TREE	\$
30	Removal of Eligible Hazardous Limbs (City Owned Property) - Work consists of removing (cutting) hazardous limbs from trees and placing debris on ROW	N/A	1,000	\$	/ TREE	\$
Silt and Sand Removal						
31	Eligible Sand and Silt Removal from Detention / Retention Structures - Work consists of the removal and hauling to an approved final disposal facility of eligible sand, silt and debris from detention / retention structures.	0-15 Miles	1,000	\$	/ CY	\$
		15.1 - 30 Miles	1,000	\$	/ CY	\$
32	Eligible ROW Sand Removal - Work consists of the removal of eligible sand removal from ROW or public property, hauling to a processing screen, screening sand and stockpiling sand at processing site or hauling to a designated area.	0-15 Miles	5,000	\$	/ CY	\$
		15.1 - 30 Miles	499	\$	/ CY	\$
33	Eligible Private Property Sand Removal - Work consists of the removal of eligible sand removal from private property, hauling to a processing screen, screening sand and stockpiling sand at processing site or hauling to a designated area.	0-15 Miles	20,000	\$	/ CY	\$
		15.1 - 30 Miles	499	\$	/ CY	\$
34	Shape Sand placed on beach from screening	N/A	10,000	\$	/ CY	\$

35	Hauling debris resulting from sand screening to DMS or Final Disposal	0-15 Miles	2,500	\$	/ CY	\$
		15.1 - 30 Miles	1,500	\$	/ CY	\$
36	Clean beach with tractor and beach cleaner, 1/2" sq. maximum screen size and remove debris	N/A	100	\$	/ ACRE	\$
Waterway, Wetland, Backcountry Trails, and Beach Debris						
37	Eligible Waterway, Canal, or Ditch Debris Removal (Water Based Operation) - Work consists of all labor, equipment, fuel and miscellaneous costs for removal, staging, loading / transportation of water-based debris to a Final Disposal Facility.	0-15 Miles	20,000	\$	/ CY	\$
		15.1 - 30 Miles	20,000	\$	/ CY	\$
38	Eligible Waterway, Canal, or Ditch Debris Removal (Land Based Operation) - Work consists of all labor, equipment, fuel, and miscellaneous costs for removal, staging, loading / transportation of water-based debris to a Final Disposal Facility.	0-15 Miles	20,000	\$	/ CY	\$
		15.1 - 30 Miles	20,000	\$	/ CY	\$
39	Eligible Wetland or Marsh Debris Removal - Work consists of the removal and staging debris at Client Provide access points and hauled to DMS or Final Disposal Facility. Mileage is measured from access point to DMS or Final Disposal Facility	0-15 Miles	2,000	\$	/ CY	\$
		15.1 - 30 Miles	2,000	\$	/ CY	\$
40	Eligible Beach Debris Removal - Work consists of the removal and staging debris at Client Provide access points and hauled to DMS or Final Disposal Facility. Mileage is measured from access point to DMS or Final Disposal Facility	0-15 Miles	2,000	\$	/ CY	\$
		15.1- 30 Miles	2,000	\$	/ CY	\$
41	Backcountry Trails, Debris Removal - Work consists of the removal and staging debris at Client Provide access points and hauled to DMS or Final Disposal Facility. Mileage is measured from access point to DMS or Final Disposal Facility	0-15 Miles	10,000	\$	/ CY	\$
		15.1 - 30 Miles	10,000	\$	/ CY	\$

BID TOTAL (sum of extended subtotals) \$ _____

Notes:

1. For all miles hauled over 30.1 miles, please add \$_____/ CY / mile.
2. For all miles hauled over 30.1 miles, please add \$_____/ CY / mile.
3. For all tree work, all resulting debris will be hauled under debris hauling rates.
4. Tipping/disposal fees on all line items will be a pass-through cost.
5. The quantities in Part 1 reflect estimates for recovery from a typical Category 2 hurricane; the City makes no representation as to their accuracy and the contractor shall not be entitled to price adjustments based upon variances in these quantities.
6. Use of all equipment paid by the hour shall only be employed at the direction of the CIR (City Inspector/Representative) prior to employment. Use of hourly rate equipment without prior CIR authorization will not be reimbursed.

7. No separate payment will be made for mobilization and demobilization; all such costs shall be incorporated in unit prices.
8. If the City of Orange Beach does not have a suitable Debris Management Site, the contractor shall obtain all applicable permits from ADEM, Army Corps. AHC, and ADCNR prior to usage. Agreements of leasing a DMS should be approved by the City of Orange Beach prior to activation.

Equipment		
Equipment Description	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	\$
50 - 100 HP Farm Tractor with box blade, rake, or disc (or equivalent)	Hour	\$
125 – 200 HP Farm Tractor with box blade, rake, disc, or Harrow (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	\$
Labor and Material Rates		
Equipment Description	Unit	Price
Operations Manager	Hour	\$
Superintendent with truck, phone, & radio	Hour	\$
Foreman with truck, phone, & radio	Hour	\$
Safety/Quality Control Inspector with vehicle, phone, & radio	Hour	\$
Inspector with vehicle, phone, & radio	Hour	\$
Climber with gear	Hour	\$
Saw Hand with chainsaw	Hour	\$
Laborers & Flagmen	Hour	\$
Fill Dirt for Stump Holes- Purchased, Placed, & Shaped	CY	\$

Required Attachments:

1. Equipment List with Notarized Letter –See “Bid Specifications,” Section I, “Minimum Equipment Requirements”
 2. Provide a minimum of three references from past projects to include name of agency, agency contact name and number, brief project description, and any letters of recommendation.
-

The undersigned bidder acknowledges having inspected the site(s) and the conditions affecting and governing the accomplishment of the project, and proposes to furnish all materials and perform all labor, as specified, to complete the project.

Company Name

Company Representative

Street Address

Title

City, State, Zip

Phone

Federal Employer ID No. (if no FEIN, enter SSN)

Email

Alabama Contractors License No.

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Orange Beach. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS DAY OF

_____, 20____.

Company Name

Authorized Signature (INK)

Mail Address

Typed Authorized Name

Notary Public

City, State, Zip

Title

Commission Expires

Phone Including Area Code

Fax Number

BID SPECIFICATIONS

A. Owner

The Owner for this contract is the City of Orange Beach, Alabama. The mailing address for the Owner is Post Office Box 458, Orange Beach, Alabama 36561.

B. Local License Requirement

Attention is called to the fact that all companies performing work on this Contract must obtain a Business License from the City of Orange Beach. Please contact the Orange Beach Finance Department at (251) 981-6096 for more information.

C. Project Description

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

D. Scope of Work

1. Contractor is responsible to provide complete debris clearance and sand reclamation in this scope of work, including all labor, materials, tools, supervision, and equipment necessary to complete the Work.
2. All debris (burnable and non-burnable) shall be taken to a licensed, permitted (with the ADEM), certified landfill and must be pre-approved by the City. Magnolia Landfill would be considered an acceptable landfill for eligible debris under this contract.
3. The total amount of debris to be removed under this contract is estimated to be between 20,000 and 500,000 cubic yards (CY) per hurricane event and the total amount of sand to be reclaimed is estimated to be between 5,000 and 10,000 CY of sand per hurricane event. Actual quantities will vary greatly depending on storm strength and the degree to which storm surge washes sand overland from the beach. Some sand and debris will be removed by City and State personnel and contractors during the initial road clearing process.
4. The work shall consist of clearing and removing any and all "eligible" debris (see Section F, "Debris Classification," for definition of eligible debris) from primarily the public right-of-way (ROW) of streets and roads, as directed by the City Inspector/Representative (CIR), and for reclaiming sand from both public rights-of-way and private property and returning this sand to the beaches using accesses designated by the City. As a general rule, no debris other than that mixed with sand being reclaimed shall be removed from private property without express authorization from the City. The Contractor must have a right of entry (ROE) before entering private property for sand reclamation or any other purpose, unless expressly authorized by the City. The City will obtain these rights of entry and provide them to the Contractor. Additionally, the Contractor must have City development permits issued by the U.S. Fish and Wildlife Service or the City, to enter property which has been designated as "critical habitat." The Contractor shall request any ROEs or development permits at least five (5) working days in advance of when they will be needed.
5. Debris removal shall include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable; 2) loading the debris; 3) hauling the debris to an approved dumpsite or landfill; and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled or dumped under this contract. Burnable debris will be loaded separately from non-burnable debris. Mixed loading of burnable and non-burnable will be kept to a minimum
6. Debris removal shall include all eligible debris found on the ROW within the City. The CIR may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the CIR. The Contractor shall not move from one designated work area to another designated work area without prior

approval from the CIR. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. Upon completion of debris removal, the Contractor shall, upon direction from the CIR, rake all areas of ROWs containing scattered debris and/or damaged by debris removal operations in order to remove debris and restore the ROW to a clean, reasonably undamaged appearance.

7. In addition to debris removal from ROWs, the contractor shall be prepared to remove debris from wetlands and wooded upland areas, and from the beaches, on a unit price per cubic yard CY basis using hand labor, dump trailers, work barges, etc. Debris removed from wetlands, wooded uplands, and the beach shall be stacked at the nearest available ROW or public property for disposal.
8. Contractor shall return beach quality sand washed overland onto public property, including highway and street ROWs and onto private property, by loading, hauling, sifting, dumping and spreading this sand, all as directed by the CIR. Contractor shall remove sand down to existing vegetation and no further, and shall not remove gravel from driveways. Beach mouse exclusion zones shall be marked by the city biologist on each lot and area designated for sand removal before Contractor removes any sand. Beach sand located in the ROW will be removed, sifted to remove foreign materials, and returned to the beach, or alternately, returned to the beach and sifted in place as directed by the City. The CIR will account for the cubic yards of sand hauled and/or sifted using log sheets suitable for that purpose and make this log part of the daily report. The Contractor shall sign this log sheet at the end of the working day, thereby signifying agreement with the recorded quantities hauled/sifted or discuss and resolve differences with the CIR. Sand contaminated with chemicals, gasoline, oils, or other solvents shall be separated, contained by the Contractor and transported to the City's Hazmat Disposal Site, as directed by the CIR. Sifters shall be capable of moving on the beach from site to site and shall be equipped with 1/2" stainless steel slotted screens or other as directed by the CIR as the final screening device in each sifter. Each sifter shall be capable of sifting a minimum of 250 cubic yards per hour under normal operating conditions, as determined by the CIR. **Debris separated from the sand by sifting will be paid for separately; bidders shall not include the cost of hauling and disposal of sifted debris in the unit price for sand sifting.**
9. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
10. The Contractor must be duly licensed in accordance with the State's statutory requirements to perform the work. The Contractor shall obtain all permits and City licenses necessary to complete the work. City fees for permits, where needed, shall be waived. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the CIR.
11. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of any Contractor or subcontractor actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.
12. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, and local requirements, including the Alabama Manual on Uniform Traffic Control Devices (MUTCD) Volume 1, Traffic Control in Work Areas. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with applicable State and Federal regulations.
13. Utilities and infrastructure, such as fire hydrants, sewer manholes, valve boxes, concrete curbs, etc., buried by sand or other materials as a result of storm over wash or storm recovery operations shall be located by GPS or other means, then where feasible, dug out, exposed and flagged, staked, and/or roped off. If the

Contractor damages a properly flagged, staked and/or roped off utility/infrastructure for any reason, he shall be responsible for paying the total cost for repair, or, alternately, having this cost deducted from payments owed him.

14. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and local governments or agencies, or of any public utilities.
15. The government or their designee shall have the right to inspect work sites, verify quantities, and review operations at any time.
16. All work shall be accomplished in a safe manner in accordance with applicable State and Federal regulations.
17. The specific items included as part of this scope of work are listed for emphasis only and are not intended to limit the scope of work in any way.
18. Contractor's price includes:
 - a. All taxes associated with this scope of work;
 - b. All salaried and field personnel required to complete the work;
 - c. All permits required for this work; and
 - d. Contractor acknowledges that multiple mobilizations may be required and has accounted for all costs in the lump sum price.
19. Contractor is responsible for all material handling required to perform this scope of work.

E. Debris Load Tickets

1. Electronic ticketing (Automated Debris Management System) will be utilized to track debris loads.
2. Each ticket will contain the following information:
 - Ticket Number
 - Date
 - Contractor Name
 - Truck Number
 - Certified Load Quantity
 - Dump Arrival Time
 - Debris Classification
 - Debris Quantity
3. Load Tickets will be issued by the CIR to a vehicle operator upon arrival at the dumpsite. The CIR will keep one copy of the ticket, and give two copies to the vehicle operator and one to the landfill operator.

F. Debris Classification

1. Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications; Burnable, Non-Burnable, and Recyclable.
2. Burnable Debris. Burnable debris includes all biodegradable matter except that included in the following definitions or other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; unrelated structural timber; untreated wood products; and brush.
3. Non-Burnable Debris. Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non-wood building materials; metal products (i.e.

mobile trailer parts, household appliances other than refrigerators, and similar items; uncontaminated soil; roofing materials; and carpeting.

4. Household Hazardous Waste (HHW). Household hazardous wastes, such as petroleum products, paint products, etc., and known or suspected hazardous materials, such as asbestos, lead-based paint, or electrical transformers shall be removed by others.
5. Refrigerators. Appliances which contain refrigerants and/or food wastes which must be removed prior to disposal. **These items must be taken to the Magnolia Landfill.**
6. Stumps. Tree stumps located within the ROW which have one-half or more of the root ball exposed will be removed. Tree stumps with base diameter measurements less than or equal to 24 inches (measured 24 inches up from where the tree originally exited the ground) will be considered to be burnable debris and removed with the same methods used for other burnable debris – refer to attached FEMA stump conversion table for rates (Page 22). Unit prices for all stumps as defined in this specification, will be “cradle to grave” pricing including removal, disposal, filling and leveling.
7. Beach Sand. Sand of acceptable quality to be placed on/returned to the Orange Beach beaches as directed by the CIR.

G. Dumpsites

1. The Contractor shall use only debris dumpsites designated in Item D-3, unless otherwise approved by the CIR. The Contractor shall haul non-burnable debris to the site(s) designated for non-burnable debris and burnable debris to site(s) designated for burning.
2. The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations. City inspectors or their representatives will be at all dumpsites as necessary when debris is being hauled to that site.
3. The City makes no representations regarding the turn-around time at the dumpsites.

H. Debris Clearance Completion

Maximum allowable time for debris clearance completion will be ninety (90) calendar days, unless the City extends this time for delays not caused by the Contractor. Extensions in completion time will be equitably negotiated by both parties pursuant to applicable State and Federal law. Liquidated damages shall be assessed at \$500.00 per calendar day for any time over the maximum allowable time for debris clearance.

I. Minimum Equipment Requirements

1. All trucks and other equipment must be in compliance with all applicable Federal, State, and local rules and regulations. All trucks shall possess a currently valid Alabama DOT certification for highway operation, and shall be equipped with tarps capable of preventing spillage during transit. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment and be equipped with a tailgate that will effectively contain the debris during transport, allow the truck to be used to spread sand by tailgating, permit the truck to be filled to capacity, and enable the truck to be measured and marked for its load capacity. Sideboards or other extensions to the bed are not allowed unless otherwise approved by the CIR. All hauling/transport vehicles will meet most current FEMA guidelines at the time of the event. The City reserves the right to reject any transport vehicle.
2. All loading equipment shall conform to OSHA standards, including backup alarms.
3. Prior to commencing debris removal operations, the Contractor shall present to the CIR all trucks or trailers that will be used for hauling, debris for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck’s metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer

will also be numbered for identification with a permanent marking. Contractors shall provide a placard which can be permanently marked upon for both sides of every truck for which presented for marking by the CIR.

4. Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract
5. Excavating/loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) and non-rubber tired equipment must be approved by the CIR.
6. In order to qualify as a conforming bidder, the contractor must have immediately available for employment upon contract award the following equipment, at a minimum:
 - a. Ten (10) off-road dump trucks – minimum 20 CY capacity per truck
 - b. Twenty (20) on-road dump trucks – minimum 22 CY capacity per truck
 - c. Twenty (20) self-loading trucks – minimum 50 CY capacity per truck
 - d. Ten (10) wheeled front end loaders – minimum 3 CY capacity per loader
 - e. Five (5) excavators – minimum 1.0 CY per excavator
 - f. Ten (10) skid steer loaders
 - g. Four (4) mobile sand sifters
 - h. Five (5) bulldozers – minimum 160 HP/D-6 equivalent capacity

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

J. Reporting

1. The CIR will prepare a daily report at the end of each day of the term of the contract. Each report shall contain, at a minimum, the following information:
 - Contractor's Name
 - Location of work
 - Day of report
 - Daily and cumulative totals of burnable and non-burnable debris removed, by category
 - Daily and cumulative totals of sand debris removed from ROW and public property
 - Daily and cumulative totals of ROW sand sifted and spread
 - Daily and cumulative totals of private property sand hauled to a sifter or the beach
 - Daily and cumulative totals of private property sand sifted and spread
2. The CIR will provide these reports to the Contractor on a daily basis.
3. Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

K. Storage of Materials

All equipment and materials may be stored only at the location(s) approved by the City. It is expressly noted that no payments will be made for materials stored off-site.

L. Disposal of Materials

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

M. Measurement and Payment

1. Measurement and payment for burnable and non-burnable debris removed will be by the cubic yard (CY) as predetermined through truck bed measurement. Trucks with less than full capacities will be adjusted down by visual inspection by the CIR. Measurement will be documented by load tickets.
2. Measurement and payment for sand reclamation from both public and private property will be by the cubic yard (CY) for loading and hauling to the beach or to a sand sifter located at a beach access or on the beach.
3. Measurement and payment for sand sifting and spreading shall be by the cubic yard (CY) discharged from a sifter and spread on the beach as directed by the CIR. This cubic yard (CY) rate shall include the cost of all applicable equipment to operate the sifter, including off-road trucks to haul the sand to where it will be spread, but not the bulldozer(s) to spread the sand, which shall be paid for at a separate hourly rate.

Note: Loading and hauling of debris from sifters to the disposal site shall be measured and paid separately by the cubic yard, and is not to be included in the unit price for sifting. All sand sifters shall be equipped with stainless steel wire slotted screens, 1/8" spacing between wires.

4. Measurement and payment for stumps removed with 24 to 36 inch, 37 to 48 inch, and 49 inch and larger diameter base cuts, (measured from where the tree originally exited the ground) shall be per stump. All unit pricing shall include removal, disposal, filling and leveling.
5. Measurement and payment for removal of debris from wetlands and wooded uplands shall be by the cubic yard (CY). Wetland debris removal will not normally include removal from lakes and other water bodies below the Mean High Tide Line (MHTL); it will normally include wetlands areas adjoining these water bodies above the MHTL, and isolated wetland areas. Wooded uplands include dry upland areas requiring primarily hand labor supplemented by supporting loading equipment.
6. Measurement and payment for raking rights-of-way. The CIR shall designate those rights-of-way damaged by debris removal operations and those rights-of-way shall be raked to restore the right of way to a reasonably undamaged, clean condition at no charge. All other rights-of-way raking shall be paid for on a cost per acre basis, and is not to be included in the unit price for debris removal.
7. Measurement and payment for removing debris from the beaches shall be by the cubic yard (CY). Removal shall consist of using hand labor, dump trailers, front end loaders, etc., to collect all visible surface debris, including seaweed mixed with debris, and dumping it in selected beach accesses for loading and removal by others.
8. Measurement and payment for raking, cleaning (sifting) beaches shall be per acre. All debris collected using these methods shall be disposed of using the Beach Debris task order #35 per cubic yard (CY).
9. Measurement and payment for Trapezoidal sand dune construction shall be by the cubic yard in place (CYIP) determined by survey before and after sand placement. City will provide and pay for before and after surveys.

N. Payment Invoices

1. Payment for work completed may be invoiced on a monthly basis. Invoices shall be based on verified quantities from the daily operational reports and valid load tickets.
2. All dumping fees at authorized landfills will be invoiced by the landfill owner/operator directly to the City and paid directly by the City; **no unit price shall include tipping fees.**

O. Other Contracts

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

P. State and Federal Laws, Rules, and Regulations Apply

The laws of the State of Alabama apply to any purchase made under this contract. Contractor shall comply with all local, state, and federal directives, orders, and laws as applicable to this Invitation to Bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA) as applicable to the contract. Bidders certify by submission of a bid that they have not and will not use Federal funds to pay any person or organization to influence or attempt to influence and officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Section 1352.

REQUIREMENTS FOR CONTRACTS AND PURCHASES

Effective January 1, 2012 under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Orange Beach after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Renee Eberly, City Clerk/Procurement Officer, at (251) 981-6806 or via e-mail at reberly@orangebeachal.gov.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Orange Beach, Alabama, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____

NOTICE OF AWARD (SAMPLE)

DATED:

TO:

PROJECT: **DEBRIS CLEARANCE, DISPOSAL, AND SAND RECLAMATION**

You have been awarded a contract for **DEBRIS CLEARANCE, DISPOSAL, AND SAND RECLAMATION**.

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

- 2 originals Contract
- 1 original Letter from Bonding Company certifying that Performance and Labor and Material Bonds will be provided in the event a Notice to Proceed is issued
- 1 original Certificate of Insurance certifying compliance with all insurance requirements as specified in the General Conditions

Within ten (10) days after receipt of the above documents, the City will return to you one (1) fully signed original of the Contract.

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

CITY OF ORANGE BEACH

By: _____
Renee Eberly, City Clerk/Procurement Officer

PERFORMANCE BOND (SAMPLE)

KNOW ALL MEN:

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

_____, hereinafter called the Surety,
(Insert here the name and address or legal title of the Surety)

are held and firmly bound unto the Owner in the sum of _____
(\$_____) for the payment whereof the Principal and the Surety 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 _____ entered into a Contract with the Owner for _____ which agreement is by reference made a part hereof.

NOW THEREFORE, the conditions of the obligation are 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 costs 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 said Surety, 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 effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

City of
Orange Beach
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SIGNED, SEALED, AND DELIVERED this _____ day of _____.

Attest:

(Corporate Principal Sign Here)

By: _____

Attest:

(Surety Sign Here)

By: _____

COUNTERSIGNED:

By: _____

LABOR AND MATERIALS BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____,
as Principal, and _____, as Surety, are held
and firmly bound unto said Owner, hereinafter called the Obligee, in the penal sum of
_____ Dollars (\$ _____)
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, the Principal has entered into a certain Contract with said Obligee dated _____,
hereinafter called the Contract, for _____ and the specifications for said work
shall be deemed a part hereof as fully as if set out herein.

NOW THEREFORE, the conditions of the obligation are such that if the 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 fees 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.

- (ix) 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 judgement rendered thereon.

- (x) The Principal and Surety hereby designate and appoint _____, 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/or Surety.

- (xi) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen’s
Compensation or Employer’s Liability Statute.

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- (xii) 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 (1) year after the final settlement of said Contract.
- (xiii) 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."
- (xiv) The full name and residence of each individual party to the bond must be inserted in the first paragraph.
- (xv) 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.
- (xvi) 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.
- (xvii) The date of the bond must not be prior to the date of the Contract.

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

Attest:

(Corporate Principal Sign Here)

By: _____

Attest:

(Surety Sign Here)

By: _____



CONTRACT (SAMPLE)

THIS AGREEMENT, made and entered into the ____ day of _____, 2022, by and between _____, hereinafter called the Contractor, and the **City of Orange Beach, Alabama**, and/or its assigns, hereinafter called the Owner.

WITNESSETH:

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

1. That the Contractor shall perform all of the work in a satisfactory manner in accordance with the plans, specifications, bid requirements and conditions, which are attached hereto and made a part hereof as if fully contained herein, for **DEBRIS CLEARANCE, DISPOSAL, AND SAND RECLAMATION**.
2. That the Contractor shall commence the work to be performed under this agreement within the Contract Time as defined in the *General Conditions*.

All work shall be accomplished with quality in a manner which will maintain safety to life and property, and reduce to a minimum any interference with abutting property or public travel. All work shall be inspected and approved by the City Public Works Director or his designee as Owner's representatives before payment shall be made.

3. The Owner hereby agrees to pay to the Contractor for satisfactory performance of the agreement, subject to additions and deductions as provided in the contractual documents, in lawful money of the United States as follows:

4. Estimates of work completed shall be made by the Contractor each month and submitted to the Owner. Within thirty (30) calendar days after submittal by the Contractor, the owner shall make partial payments to the Contractor on the basis of the estimate of work, duly certified and approved by the City Construction Manager, and performed during the preceding calendar month by the Contractor, less two and a half percent (2.5%) of the amount of such estimate which is to be retained by the owner until all work (100%) has been satisfactorily completed in accordance with this agreement.
5. Upon substantial completion and inspection of all work covered by this agreement, payment of the Contract sum shall be made within thirty (30) calendar days, less retainage.

Said retainage shall be retained until: 1) Submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full including a Waiver and Release of Lien on the form included in the Contract Documents; 2) Legal notice of advertisement of completion has been advertised four (4) consecutive weeks in some newspaper of general circulation in Baldwin County, Alabama, as approved by

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the Owner; 3) Final inspection by the City Public Works Director or his designee and final acceptance of the work by the Owner.

- 6. It is mutually agreed between the Owner and the Contractor that timely performance is of the essence to this Contract, and the Contractor agrees to keep a working force on the job of the size that is adequate to perform all work in accordance with the Contractor’s approved work schedule.
- 7. The Contractor hereby agrees to warrant that all material and workmanship is of the quality, quantity, and character specified and shown, and that any faulty materials or workmanship made known to him within one (1) year after date of final certificate of payment shall be made good by him without additional expense to the Owner.

Failure to complete the work within the allotted Contract time will cause loss to the Owner in administrative, engineering, inspection, interest, and supervision charges. Therefore, any overrun in the Contract time, which in the opinion of the City Contract Manager is caused by undue delay, shall be charged to the Contractor at \$500.00 per day and deducted from the final payment as liquidate damages.

- 8. The Owner reserves the right to terminate the contract upon written notice to the Contractor at least five (5) days prior to said termination. In the event that the Contract is terminated, the Contractor will be compensated in accordance with the bid items of the Contract and its attachment for all approved work in place.

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

(Corporate Seal) _____ **(Contractor)**

By: _____

Its _____

Attest: _____

Its _____

(Seal) **City of Orange Beach, Alabama (Owner)**

By: _____

Tony Kennon, Mayor

Attest: _____

Renee Eberly, City Clerk

NOTICE TO PROCEED (SAMPLE)

DATED:

TO:

PROJECT: **DEBRIS CLEARANCE AND SAND RECLAMATION**

You are hereby notified to commence work in accordance with the Agreement dated _____,
2022, on or before _____, 20____.

City of Orange Beach, Alabama (Owner)

By: _____
Tony Kennon, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 20____.

(Contractor)

By: _____



WAIVER AND RELEASE OF LIEN (SAMPLE)

FROM:

TO: City of Orange Beach, Alabama (Owner)

PROJECT: **DEBRIS CLEARANCE, DISPOSAL, AND SAND RECLAMATION**

KNOW ALL MEN BY THESE PRESENTS:

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

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

STATE OF ALABAMA
COUNTY OF BALDWIN

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

NOTARY PUBLIC

My commission expires: _____

ADDITIONAL TERMS RELATING TO FEDERAL CONTRACT PROVISIONS

1. FEDERAL GRANT FUNDING

This procurement may be funded in whole or part with federal grant funds and is therefore contracts will meet the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

2. LOCAL VENDOR PREFERENCE

No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION

Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. I Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE / TERMINATION OF CONTRACT

a. Immediate Termination

This bid award is subject to the appropriation and availability of City funding. The bid award will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted, or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

- i) In the event the bidder or bid awardee ("Contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;
- ii) The City determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized; and/or
- iii) The City determines that the Contractor furnished any statement, representation, or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect, or incomplete.

b. Termination for Cause

The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligation under the bid award:

c. Notice of Default

If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- i) Immediately terminate the bid award without additional written notice;
- ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting Contractor; and/or
- iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

d. Termination upon Notice

Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

e. Payment Limitation in Event of Termination

In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

f. Owner May Terminate for Convenience

Upon seven days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy of the City, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

- i) Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- ii) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- iii) Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal; and
- iv) Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

g. Termination Duties

Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;
- ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- iii) Comply with the City's instructions for the timely transfer of any active files and work product by the Contractor under the bid award;
- iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

- a. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination.
- b. During the performance of this contract, the Contractor agrees as follows:
 - i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - iv) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- ix) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- x) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- xi) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR ACT / FEDERAL WATER POLLUTION CONTROL ACT

Contractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. (Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.) Bidder certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. DAVIS-BACON ACT

Contractor will comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

9. COPELAND “ANTI-KICKBACK” ACT

The Contractor will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

10. BEASON-HAMMON CLAUSE

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), where applicable. Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Orange Beach shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

Further Compliance with the Contract Work Hours and Safety Standards Act

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

12. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

13. ENERGY POLICY AND CONSERVATION ACT

If applicable, the Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

14. DEBARMENT AND SUSPENSION

All contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

15. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a time frame providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the City of Orange Beach, AL, Alabama Emergency Management Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Orange Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17. DHS SEAL, LOGO, & FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

20. COPYRIGHT AND DATA RIGHTS

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Orange Beach, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Orange Beach or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Orange Beach data first produced in the performance of this contract and data required by the contract

but not first produced in the performance of this contract in formats acceptable by the City of Orange Beach.

21. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

23. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

24. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. Prohibitions.
 - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual

instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

1. This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

25. ANTI-LOBBYING CERTIFICATION

- a. 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification.
- b. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

- c. Contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date